

SERFF Tracking Number: EMCC-125844774 State: Arkansas  
First Filing Company: EMC Property & Casualty Company, ... State Tracking Number: EFT \$50  
Company Tracking Number: AR-GL-2008-08  
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability  
Product Name: General Liability  
Project Name/Number: /

## Filing at a Glance

Companies: EMC Property & Casualty Company, EMCASCO Insurance Company, Employers Mutual Casualty Company, Union Insurance Company of Providence

Product Name: General Liability SERFF Tr Num: EMCC-125844774 State: Arkansas  
TOI: 17.0 Other Liability - Claims SERFF Status: Closed State Tr Num: EFT \$50  
Made/Occurrence

Sub-TOI: 17.0001 Commercial General Liability Co Tr Num: AR-GL-2008-08 State Status: Fees verified and received

Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Edith Roberts

Author: Jo Byers Disposition Date: 10/27/2008

Date Submitted: 10/03/2008 Disposition Status: Approved

Effective Date Requested (New): 11/15/2008

Effective Date (New):

Effective Date Requested (Renewal): 11/15/2008

Effective Date (Renewal):

State Filing Description:

## General Information

Project Name:

Status of Filing in Domicile: Pending

Project Number:

Domicile Status Comments:

Reference Organization: ISO

Reference Number: GL-2006-OCTFR

Reference Title:

Advisory Org. Circular: LI-GL-2007-111

Filing Status Changed: 10/27/2008

State Status Changed: 10/27/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

October 3, 2008

Commissioner of Insurance

Arkansas Insurance Department

1200 West Third St.

*SERFF Tracking Number:* EMCC-125844774                      *State:* Arkansas  
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*Product Name:* General Liability  
*Project Name/Number:* /  
Little Rock, AR 72201-1904

EMPLOYERS MUTUAL CASUALTY COMPANY – 062-21415  
EMCASCO INSURANCE COMPANY – 062-21407  
UNION INSURANCE COMPANY OF PROVIDENCE – 062-21423  
EMC PROPERTY & CASUALTY COMPANY – 062-25186

General Liability  
Adopt ISO 2007 Multistate Form Revision  
Designation # GL-2006-OCTFR  
Company File # AR-GL-2008-08  
Effective November 15, 2008

The captioned companies are members of Insurance Services Office, which files the General Liability program on our behalf. We are submitting the captioned revision to be applicable to policies written on or after November 15, 2008.

We are adopting ISO's 2007 Multistate Form Revision found in designation number GL-2006-OCTFR. Several of our company forms have been revised because of this adoption. Please see the attached memorandum outlining our changes.

We supplement this filing with the \$50.00 filing fee (EFT), Form Memorandum, Property and Casualty Transmittal Document, mocked up forms, and final printed copies of our forms.

We respectfully request your approval of this filing, to be applicable to policies written on or after November 15, 2008. Thank you.

Jo L. Byers, Filings Analyst  
Rates and Filings Dept.  
(800) 247-2128 Ext. 2707  
jo.l.byers@emcins.com

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## Company and Contact

### Filing Contact Information

Jo Byers, Filings Analyst Jo.L.Byers@EMCIns.com  
 PO Box 712 (800) 247-2128 [Phone]  
 Des Moines, IA 50306-0712 (515) 345-2223[FAX]

### Filing Company Information

EMC Property & Casualty Company	CoCode: 25186	State of Domicile: Iowa
717 Mulberry Street	Group Code: 62	Company Type: P & C
Des Moines, IA 50309	Group Name:	State ID Number:
(800) 247-2128 ext. [Phone]	FEIN Number: 63-0329091	

EMCASCO Insurance Company	CoCode: 21407	State of Domicile: Iowa
717 Mulberry Street	Group Code: 62	Company Type: P & C
Des Moines, IA 50309	Group Name:	State ID Number:
(800) 247-2128 ext. [Phone]	FEIN Number: 42-6070764	

Employers Mutual Casualty Company	CoCode: 21415	State of Domicile: Iowa
717 Mulberry Street	Group Code: 62	Company Type: P & C
Des Moines, IA 50309	Group Name:	State ID Number:
(800) 247-2128 ext. [Phone]	FEIN Number: 42-0234980	

Union Insurance Company of Providence	CoCode: 21423	State of Domicile: Iowa
717 Mulberry Street	Group Code: 62	Company Type: P & C
Des Moines, IA 50309	Group Name:	State ID Number:
(800) 247-2128 ext. [Phone]	FEIN Number: 05-0230479	

## Filing Fees

Fee Required? Yes  
 Fee Amount: \$50.00  
 Retaliatory? No  
 Fee Explanation:  
 Per Company: No

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COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
EMC Property & Casualty Company	\$0.00	10/03/2008	
EMCASCO Insurance Company	\$0.00	10/03/2008	
Employers Mutual Casualty Company	\$50.00	10/03/2008	22913484
Union Insurance Company of Providence	\$0.00	10/03/2008	

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	10/27/2008	10/27/2008

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## Disposition

Disposition Date: 10/27/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

### Overall Rate Information for Multiple Company Filings

Overall Percentage Rate Indicated For This Filing	0.000%
Overall Percentage Rate Impact For This Filing	0.000%
Effect of Rate Filing-Written Premium Change For This Program	\$0
Effect of Rate Filing - Number of Policyholders Affected	0

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 Product Name: General Liability  
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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Form Memorandum	Approved	Yes
Form	Quick Reference	Approved	Yes
Form	Quick Reference	Approved	Yes
Form	In Lending and Leasing and Title Errors and Omissions Endorsement Boat Dealers	Approved	Yes
Form	Boat Dealers Insurance Agents Errors and Omissions Liability Endorsement	Approved	Yes
Form	Counseling Professional Liability	Approved	Yes
Form	Printers Errors and Omissions Liability Coverage	Approved	Yes
Form	Limited Pollution Coverage Work Sites	Approved	Yes
Form	Real Estate Managers Excess Insurance Condition	Approved	Yes
Form	Your Product Limitation	Approved	Yes
Form	Liability Extension Endorsement	Approved	Yes
Form	Mobile Equipment/Auto Amendment	Approved	Yes
Form	Amendment of Employee Benefits Program Definition	Approved	Yes
Form	Amendment of Conditions Transfer of Rights of Recovery Against Others to Us	Approved	Yes

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## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type	Action	Action Specific Data	Readability	Attachment
Approved	Quick Reference	CG7003	10-08	Other	Replaced	Replaced Form #:0.00 CG7003 1-06 Previous Filing #:		CG7003_200810.pdf CG7003_200601 Mockup.pdf
Approved	Quick Reference	CG7003.1	10-08	Other	Replaced	Replaced Form #:0.00 CG7003.1 Previous Filing #:		CG7003_1_200810.pdf CG7003_1_200601 Mockup.pdf
Approved	In Lending and Leasing and Title Errors and Omissions Endorsement Boat Dealers	CG7224	10-08	Endorsement/Amendment/Conditions	Replaced	Replaced Form #:0.00 CG7224 10-01 Previous Filing #:		CG7224_200810.pdf CG7224_200110 Mockup.pdf
Approved	Boat Dealers Insurance Agents Errors and Omissions Liability Endorsement	CG7225	10-08	Endorsement/Amendment/Conditions	Replaced	Replaced Form #:0.00 CG7225 1-06 Previous Filing #:		CG7225_200810.pdf CG7225_200601 Mockup.pdf
Approved	Counseling Professional Liability	CG7259	10-08	Endorsement/Amendment/Conditions	Replaced	Replaced Form #:0.00 CG7259 10-01 Previous Filing #:		CG7259_200810.pdf CG7259_200110 Mockup.pdf
Approved	Printers Errors and Omissions Liability Coverage	CG7261	10-08	Endorsement/Amendment/Conditions	Replaced	Replaced Form #:0.00 CG7261 10-01 Previous Filing #:		CG7261_200810.pdf CG7261_200110 Mockup.pdf
Approved	Limited Pollution	CG7276	10-08	Endorsement	Replaced	Replaced Form #:0.00		CG7276_20

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	Coverage Work Sites			nt/Amendment/Conditions	CG7276 8-99 Previous Filing #:	0810.pdf CG7276_199908 Mockup.pdf
Approved	Real Estate Managers Excess Insurance Condition	CG7485	10-08	Endorsement/Amendment/Conditions	Replaced Form #:0.00 CG7485 7-00 Previous Filing #:	CG7485_200810.pdf CG7485_200007 Mockup.pdf
Approved	Your Product Limitation	CG7548	10-08	Endorsement/Amendment/Conditions	Replaced Form #:0.00 CG7548 7-06 Previous Filing #:	CG7548_200810.pdf CG7548_200506 Mockup.pdf
Approved	Liability Extension Endorsement	CG7578	10-08	Endorsement/Amendment/Conditions	Replaced Form #:0.00 CG7578 7-06 Previous Filing #:	CG7578_200807.pdf CG7578_200607 mockup.pdf
Approved	Mobile Equipment/Auto Amendment	CG7584	10-08	Endorsement/Amendment/Conditions	Replaced Form #:0.00 CG7584 1-06 Previous Filing #:	CG7584_200810.pdf CG7584_200601 Mockup.pdf
Approved	Amendment of Employee Benefits Program Definition	CG7627	10-08	Endorsement/Amendment/Conditions	New 0.00	CG7627_200810.pdf
Approved	Amendment of Conditions Transfer of Rights of Recovery Against Others to Us	CG7474	10-01	Endorsement/Amendment/Conditions	Replaced Form #:0.00 Previous Filing #:	



**QUICK REFERENCE  
COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
OCCURRENCE COVERAGE  
READ YOUR POLICY CAREFULLY**

**DECLARATIONS PAGES**

- Named Insured And Mailing Address
- Policy Period
- Description Of Business And Location
- Coverages And Limits Of Insurance

**SECTION I – COVERAGES**

	<b>Beginning on Page</b>
Coverage A – Insuring Agreement .....	1
Bodily Injury And Property Damage Liability Exclusions .....	2
Coverage B – Insuring Agreement .....	6
Personal And Advertising Injury Liability Exclusions .....	6
Coverage C – Insuring Agreement .....	7
Medical Payments Exclusions .....	8
Supplementary Payments .....	8

**SECTION II – WHO IS AN INSURED** ..... 9

**SECTION III – LIMITS OF INSURANCE** ..... 10

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** ..... 10

Bankruptcy .....	10
Duties In The Event Of Occurrence, Offense, Claim Or Suit .....	10
Legal Action Against Us .....	11
Other Insurance .....	11
Premium Audit .....	12
Representations .....	12
Separation Of Insureds .....	12
Transfer Of Rights Of Recovery Against Others To Us .....	12
When We Do Not Renew .....	12

**SECTION V – DEFINITIONS** ..... 12

**COMMON POLICY CONDITIONS**

- Cancellation
- Changes
- Examination Of Your Books And Records
- Inspections And Surveys
- Premiums
- Transfer Of Your Rights And Duties Under This Policy

**ENDORSEMENTS (If Any)**

QUICK REFERENCE

COMMERCIAL GENERAL LIABILITY COVERAGE **PART FORM**

OCCURRENCE COVERAGE

READ YOUR POLICY CAREFULLY

**DECLARATIONS PAGES**

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Personal And Advertising Injury Liability Exclusions . . . . .	6
Coverage C – Insuring Agreement . . . . .	7
Medical Payments Exclusions . . . . .	<b>7-8</b>
Supplementary Payments . . . . .	8

**SECTION II – WHO IS AN INSURED . . . . .** 9

**SECTION III – LIMITS OF INSURANCE . . . . .** 10

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Bankruptcy . . . . .	10
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COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
CLAIMS MADE COVERAGE  
READ YOUR POLICY CAREFULLY**

**DECLARATIONS PAGES**

- Named Insured And Mailing Address
- Policy Period
- Description Of Business And Location
- Coverages And Limits Of Insurance

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on Page**

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Coverage C –	Insuring Agreement .....	7
Medical Payments	Exclusions .....	7
Supplementary Payments .....		8

<b>SECTION II – WHO IS AN INSURED .....</b>	<b>9</b>
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<b>SECTION III – LIMITS OF INSURANCE .....</b>	<b>10</b>
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<b>SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS .....</b>	<b>10</b>
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Bankruptcy .....	10
Duties In The Event Of Occurrence, Offense, Claim Or Suit .....	10
Legal Action Against Us .....	11
Other Insurance .....	11
Premium Audit .....	12
Representations .....	12
Separation Of Insureds .....	12
Transfer Of Rights Of Recovery Against Others To Us .....	12
When We Do Not Renew .....	12
Your Right to Claim or Occurrence Information .....	13

<b>SECTION V – EXTENDED REPORTING PERIODS .....</b>	<b>13</b>
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<b>SECTION VI – DEFINITIONS .....</b>	<b>14</b>
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**COMMON POLICY CONDITIONS**

- Cancellation
- Changes
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- Inspections And Surveys
- Premiums
- Transfer Of Your Rights And Duties Under This Policy

**ENDORSEMENTS (If Any)**

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**COMMERCIAL GENERAL LIABILITY COVERAGE ~~PART~~ FORM**  
**CLAIMS MADE COVERAGE**  
**READ YOUR POLICY CAREFULLY**

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**SECTION II – WHO IS AN INSURED** ..... **~~8-9~~**

**SECTION III – LIMITS OF INSURANCE** ..... 10

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Bankruptcy .....	10
Duties In The Event Of Occurrence, Offense, Claim Or Suit .....	10
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Other Insurance .....	11
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Representations .....	12
Separation Of Insureds .....	12
Transfer Of Rights Of Recovery Against Others To Us .....	12
When We Do Not Renew .....	12
<u>Your Right to Claim or Occurrence Information .....</u>	<u>13</u>

**SECTION V – EXTENDED REPORTING PERIODS** ..... **~~12-13~~**

**SECTION VI – DEFINITIONS** ..... **~~13-14~~**

**COMMON POLICY CONDITIONS**

- Cancellation
- Changes
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- Premiums
- Transfer Of Your Rights And Duties Under This Policy

**ENDORSEMENTS (If Any)**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**TRUTH IN LENDING AND LEASING, AND  
TITLE ERRORS AND OMISSIONS ENDORSEMENT  
BOAT DEALERS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

SCHEDULE	
<b>Annual Aggregate Limit of Insurance</b>	\$100,000
<b>Deductible Per Claim</b>	\$250

**A. COVERAGES**

**1. Truth in Lending and Leasing Errors and Omissions Coverage**

We will pay on the insured's behalf all sums the insured becomes legally obligated to pay as damages solely by operation of Title I, Section 130, Civil Liability, of the Consumer Credit Protection Act (15 U.S.C.A. § 1640) because of error or omission in failing to comply with that section of the Act or similar state or local statute.

We have the right and duty to defend the insured against any "suit" asking for these damages. However, we have no duty under this endorsement to defend any insured against a "suit" seeking damages not covered by this endorsement. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Annual Aggregate Limit of Insurance stated in this endorsement has been exhausted by payment of claims or "suits."

**2. Title Errors and Omissions Coverage**

We will pay on the insured's behalf all sums the insured becomes legally obligated to pay as damages because of errors or omissions in specifying loss payables on "titles."

For the purposes of Title Errors and Omissions coverage, "title" means a written documentation of ownership issued by a governmental authority.

We have the right and duty to defend the insured against any "suit" asking for these damages. However, we have no duty under this endorsement to defend any insured against a "suit" seeking damages not covered by this

endorsement. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Annual Aggregate Limit of Insurance stated in this endorsement has been exhausted by payment of claim or "suits."

**B. WHO IS AN INSURED**

Each of the following is an insured for the purposes of this endorsement:

1. You.
2. The following, but only with respect to the conduct of your business:
  - a. If you are a partnership, your partners;
  - b. If you are a joint venture, your joint venturers;
  - c. If you are a limited liability company:
    - (1) Your members, but only with respect to the conduct of your business;
    - (2) Your managers, but only with respect to their duties as your managers;
  - d. If you are an organization other than a partnership, joint venture or limited liability company:
    - (1) Your "executive officers" and directors, but only with respect to their duties as your officers or directors;
    - (2) Your stockholders, but only with respect to their liability as stockholders;
  - e. If you are a trust, your trustees, but only with respect to their duties as trustees; and
  - f. Your "employees," but only for acts within the scope of their employment.

### C. SUPPLEMENTARY PAYMENTS

In addition to the Limit of Insurance, we will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend, to which insurance provided under this endorsement applies:

1. All expenses we incur.
2. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
3. The cost of bonds to release attachment, but only for bond amounts within our Limit of Insurance. We do not have to furnish these bonds.
4. All reasonable expenses incurred by the insured at our request, including actual loss of earnings up to \$250 a day because of time off from work.
5. All court costs taxed against the insured in the "suit." However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
6. Prejudgment interest awarded against the insured on that part of the judgement we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
7. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

### D. EXCLUSIONS

Insurance provided under this endorsement does not apply to any claim or "suit" arising out of:

1. Any dishonest, fraudulent, criminal, malicious, or intentional act or omission by an insured. However, this exclusion does not apply to you if such act or omission was committed by your "employees" (other than a partner, member, joint venturer, manager, director, "executive officer," trustee or stockholder) without your direction or your knowledge.
2. Claim or "suit" brought by any enterprise:
  - a. Wholly or partly owned, operated, controlled, or managed by any insured, or
  - b. Which owns, operates, controls or manages any insured;
3. "Bodily injury" or "property damage";
4. Liability of others assumed by any insured under a contract or agreement, unless the insured would have been legally liable in the absence of such contract or agreement;
5. Libel, slander, discrimination or violation of the right of privacy by any insured;

6. Any claim for mental anguish or humiliation;
7. Fines, penalties, or other assessments imposed or levied, by any judicial or regulatory agency.

### E. LIMIT OF INSURANCE

The Annual Aggregate Limit of Insurance shown in the Schedule is the most we will pay for the aggregate of all damages covered under this endorsement regardless of the number of:

1. Insureds;
2. Claims made or "suits" brought; or
3. Persons or organizations making claims or bringing "suits."

### F. DEDUCTIBLE

1. Our obligation to pay damages on your behalf applies only to the amount of damages paid in excess of the deductible amount, shown in the Schedule. The deductible shall be applied once per claim and shall be deducted from each claim prior to application of the Limit of Insurance provision.
2. To settle a claim or "suit," we may pay all or part of the deductible. If this happens, you must reimburse us for the deductible or that portion we have paid.
3. Your duties in the event of a claim or "suit" apply regardless of the application of the deductible.

### G. CHANGES IN CONDITIONS

The Conditions of the Coverage Form are changed for the purpose of this endorsement as follows:

1. **Duties In The Event Of Occurrence, Offense, Claim Or Suit – Section IV, 2.** is amended to read:
  - a. In the event that you are given notice of a claim or "suit" based on an alleged negligent act, error or omission, you must give us or our representative prompt written notice. Include the following information:
    - (1) How, when and where the alleged negligent act, error or omission took place;
    - (2) The names and addresses of any claimants and witnesses; and
    - (3) The nature of damages arising out of the error or omission.
  - b. If the claim is received by an insured, you must:
    - (1) Immediately record the specifics of the claim and the date received; and
    - (2) Notify us and see to it that we receive written notice of the claim as soon as practicable.
  - c. You and any other involved insured must:
    - (1) Immediately send us copies of any legal papers received in connection with the claim or "suit";

- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, defense or settlement of the claim or "suit";
- (4) Upon our request, assist us in the enforcement of any right against any person or organization which may be liable for damages to which the insurance provided by this endorsement may apply; and
- (5) Assume no obligation, make no payment nor incur any expense without our consent, except at the insured's own costs.

**2. Other Insurance – Section IV, 4.** is amended to read:

- a. Insurance provided by this endorsement is excess over any other collectible insurance.
- b. When this endorsement and any other insurance cover on the same excess basis, we will pay only our share. Our share is the proportion that the Limit of Insurance of this endorsement bears to the total of the limits of all the insurance covering on the same excess basis.

**3. Policy Period, Coverage Territory - Section IV, 10.** is added:

Under this endorsement, we will cover negligent acts, errors and omissions which occur:

- a. During the policy period shown in the Declarations;
- b. Within the coverage territory. The coverage territory is
  - (1) The United States of America;
  - (2) The territories and possessions of the United States of America;
  - (3) Puerto Rico; and
  - (4) Canada.

**H. CHANGES IN DEFINITIONS**

**1. Amended Definition –** As applied to the insurance provided by this endorsement, the definition of "suit" in **Section V** is amended to read:

"Suit" means a civil proceeding in which damages are alleged because of acts, errors, or omissions, to which this insurance applies.

"Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

**2.** The definition of "Coverage territory" in **Section V** does not apply.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**TRUTH IN LENDING AND LEASING, AND  
TITLE ERRORS AND OMISSIONS ENDORSEMENT  
BOAT DEALERS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE **PART FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage **Part Form** apply unless modified by this endorsement.

SCHEDULE	
Annual Aggregate Limit of Insurance	\$100,000
Deductible Per Claim	\$250

**A. COVERAGES**

**1. Truth in Lending and Leasing Errors and Omissions Coverage**

We will pay on the insured's behalf all sums the insured becomes legally obligated to pay as damages solely by operation of Title I, Section 130, Civil Liability, of the Consumer Credit Protection Act (15 U.S.C.A. § 1640) because of error or omission in failing to comply with that section of the Act or similar state or local statute.

We have the right and duty to defend the insured against any "suit" asking for these damages. However, we have no duty under this endorsement to defend any insured against a "suit" seeking damages not covered by this endorsement. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Annual Aggregate Limit of Insurance stated in this endorsement has been exhausted by payment of claims or "suits."

**2. Title Errors and Omissions Coverage**

We will pay on the insured's behalf all sums the insured becomes legally obligated to pay as damages because of errors or omissions in specifying loss payables on "titles."

For the purposes of Title Errors and Omissions coverage, "title" means a written documentation of ownership issued by a governmental authority.

We have the right and duty to defend the insured against any "suit" asking for these damages. However, we have no duty under this endorsement to defend any insured against a "suit" seeking damages not covered by this

endorsement. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Annual Aggregate Limit of Insurance stated in this endorsement has been exhausted by payment of claim or "suits."

**B. WHO IS AN INSURED**

Each of the following is an insured for the purposes of this endorsement:

1. You.
2. The following, but only with respect to the conduct of your business:
  - a. If you are a partnership, your partners;
  - b. If you are a joint venture, your joint venturers;
  - c. If you are a limited liability company:
    - (1) Your members, but only with respect to the conduct of your business;
    - (2) Your managers, but only with respect to their duties as your managers;
  - d. If you are an organization other than a partnership, joint venture or limited liability company:
    - (1) Your "executive officers" and directors, but only with respect to their duties as your officers or directors;
    - (2) Your stockholders, but only with respect to their liability as stockholders;
  - e. If you are a trust, your trustees, but only with respect to their duties as trustees; and
  - f. Your "employees," but only for acts within the scope of their employment.

### C. SUPPLEMENTARY PAYMENTS

In addition to the Limit of Insurance, we will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend, to which insurance provided under this endorsement applies:

1. All expenses we incur.
2. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
3. The cost of bonds to release attachment, but only for bond amounts within our Limit of Insurance. We do not have to furnish these bonds.
4. All reasonable expenses incurred by the insured at our request, including actual loss of earnings up to \$250 a day because of time off from work.
5. All court costs taxed against the insured in the "suit." However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
6. Prejudgment interest awarded against the insured on that part of the judgement we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
7. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

### D. EXCLUSIONS

Insurance provided under this endorsement does not apply to any claim or "suit" arising out of:

1. Any dishonest, fraudulent, criminal, malicious, or intentional act or omission by an insured. However, this exclusion does not apply to you if such act or omission was committed by your "employees" (other than a partner, member, joint venturer, manager, director, "executive officer," trustee or stockholder) without your direction or your knowledge.
2. Claim or "suit" brought by any enterprise:
  - a. Wholly or partly owned, operated, controlled, or managed by any insured, or
  - b. Which owns, operates, controls or manages any insured;
3. "Bodily injury" or "property damage";
4. Liability of others assumed by any insured under a contract or agreement, unless the insured would have been legally liable in the absence of such contract or agreement;
5. Libel, slander, discrimination or violation of the right of privacy by any insured;

6. Any claim for mental anguish or humiliation;
7. Fines, penalties, or other assessments imposed or levied, by any judicial or regulatory agency.

### E. LIMIT OF INSURANCE

The Annual Aggregate Limit of Insurance shown in the Schedule is the most we will pay for the aggregate of all damages covered under this endorsement regardless of the number of:

1. Insureds;
2. Claims made or "suits" brought; or
3. Persons or organizations making claims or bringing "suits."

### F. DEDUCTIBLE

1. Our obligation to pay damages on your behalf applies only to the amount of damages paid in excess of the deductible amount, shown in the Schedule. The deductible shall be applied once per claim and shall be deducted from each claim prior to application of the Limit of Insurance provision.
2. To settle a claim or "suit," we may pay all or part of the deductible. If this happens, you must reimburse us for the deductible or that portion we have paid.
3. Your duties in the event of a claim or "suit" apply regardless of the application of the deductible.

### G. CHANGES IN CONDITIONS

The Conditions of the Coverage Part Form are changed for the purpose of this endorsement as follows:

1. **Duties In The Event Of Occurrence, Offense, Claim Or Suit – Section IV, 2.** is amended to read:
  - a. In the event that you are given notice of a claim or "suit" based on an alleged negligent act, error or omission, you must give us or our representative prompt written notice. Include the following information:
    - (1) How, when and where the alleged negligent act, error or omission took place;
    - (2) The names and addresses of any claimants and witnesses; and
    - (3) The nature of damages arising out of the error or omission.
  - b. If the claim is received by an insured, you must:
    - (1) Immediately record the specifics of the claim and the date received; and
    - (2) Notify us and see to it that we receive written notice of the claim as soon as practicable.
  - c. You and any other involved insured must:

- (1) Immediately send us copies of any legal papers received in connection with the claim or "suit";
  - (2) Authorize us to obtain records and other information;
  - (3) Cooperate with us in the investigation, defense or settlement of the claim or "suit";
  - (4) Upon our request, assist us in the enforcement of any right against any person or organization which may be liable for damages to which the insurance provided by this endorsement may apply; and
  - (5) Assume no obligation, make no payment nor incur any expense without our consent, except at the insured's own costs.
- 2. Other Insurance – Section IV, 4.** is amended to read:
- a. Insurance provided by this endorsement is excess over any other collectible insurance.
  - b. When this endorsement and any other insurance cover on the same excess basis, we will pay only our share. Our share is the proportion that the Limit of Insurance of this endorsement bears to the total of the limits of all the insurance covering on the same excess basis.

**3. Policy Period, Coverage Territory - Section IV, 10.** is added:

Under this endorsement, we will cover negligent acts, errors and omissions which occur:

- a. During the policy period shown in the Declarations;
- b. Within the coverage territory. The coverage territory is
  - (1) The United States of America;
  - (2) The territories and possessions of the United States of America;
  - (3) Puerto Rico; and
  - (4) Canada.

**H. CHANGES IN DEFINITIONS**

**1. Amended Definition** – As applied to the insurance provided by this endorsement, the definition of "suit" in **Section V** is amended to read:

"Suit" means a civil proceeding in which damages are alleged because of acts, errors, or omissions, to which this insurance applies.

"Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

**2.** The definition of "Coverage territory" in **Section V** does not apply.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BOAT DEALER’S INSURANCE AGENTS  
ERRORS AND OMISSIONS LIABILITY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

SCHEDULE	
<b>Annual Aggregate Limit of Insurance</b>	\$50,000
<b>Deductible Per Claim</b>	\$ 1,000

**A. COVERAGE**

We will pay all sums the insured legally must pay as damages because of negligent acts, errors or omissions in the conduct of your business as an "insurance agent" but only with respect to Credit Life Insurance, Credit Accident and Health Insurance and Boat Physical Damage Insurance placed by an "insurance agent" in the conduct of your business as a boat dealer.

We have the right and duty to defend any insured against any claim or "suit" asking for these damages. However, we have no duty under this endorsement to defend any insured against any "suit" seeking damages not covered by this endorsement. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Annual Aggregate Limit of Insurance stated in this endorsement has been exhausted by payment of judgments or settlements.

**B. WHO IS AN INSURED**

Each of the following is an insured for the purposes of this endorsement:

1. You.
2. The following, but only with respect to the conduct of your business:
  - a. If you are a partnership, your partners;
  - b. If you are a joint venture, your joint venturers;
  - c. If you are a limited liability company:
    - (1) Your members, but only with respect to the conduct of your business;
    - (2) Your managers, but only with respect to their duties as your managers;
  - d. If you are an organization other than a partnership, joint venture or limited liability company:

- (1) Your "executive officers" and directors, but only with respect to their duties as your officers or directors;
- (2) Your stockholders, but only with respect to their liability as stockholders;
- e. If you are a trust, your trustees, but only with respect to their duties as trustees; and
- f. Your "employees," but only for acts, errors or omissions which are committed within the scope of their employment.

**C. SUPPLEMENTARY PAYMENTS**

In addition to the Limit of Insurance, we will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend, to which insurance provided under this endorsement applies:

1. All expenses we incur.
2. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
3. The cost of bonds to release attachment, but only for bond amounts within our Limit of Insurance. We do not have to furnish these bonds.
4. All reasonable expenses incurred by the insured at our request, including actual loss of earnings up to \$300 a day because of time off from work.
5. All court costs taxed against the insured in the "suit." However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
6. Prejudgment interest awarded against the insured on that part of the judgement we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

7. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

#### D. EXCLUSIONS

Insurance provided under this endorsement does not apply to any claim or "suit" arising out of:

1. Any dishonest, fraudulent, criminal, or malicious act, or from libel, slander, discrimination, or violation of rights of privacy by any insured;
2. Any misappropriation of advertising ideas or style of doing business or infringement of copyright, title or slogan;
3. Any warranty of performance or warranty of fitness of contract or agreement;
4. Claim or "suit" by any enterprise:
  - a. Wholly or partly owned, operated, controlled, or managed by any insured, or
  - b. Which owns, operates, controls or manages any insured;
5. Willful violation of any federal, state or municipal law, regulation, ordinance or code;
6. Any extended warranty, extended service agreement, or mechanical breakdown agreement;
7. "Bodily injury" or "property damage";
8. Liability of others assumed by any insured under a contract or agreement, unless the insured would have been legally liable in the absence of such contract or agreement;
9. Willful violation of any insured's contract with an insurer;
10. Any claim or "suit" for commissions, taxes, or the failure to collect, pay or return premiums;
11. Any claim or "suit" arising out of the insolvency or financial inability to pay claims of any insurance company with which any insured has placed insurance;
12. Any claim or "suit" for mental anguish or humiliation.

#### E. LIMIT OF INSURANCE

The Annual Aggregate Limit of Insurance shown in the Schedule is the most we will pay for the aggregate of all damages covered under this endorsement regardless of the number of:

1. Insureds;
2. Claims made or "suits" brought; or
3. Persons or organizations making claims or bringing "suits."

#### F. DEDUCTIBLE

1. Our obligation to pay damages on your behalf applies only to the amount of damages paid in excess of the deductible amount, shown in the Schedule. The deductible shall be applied once

per claim and shall be deducted from each claim prior to application of the Limit of Insurance provision.

2. To settle a claim or "suit," we may pay all or part of the deductible. If this happens, you must reimburse us for the deductible or that portion we have paid.
3. Your duties in the event of a claim or "suit" apply regardless of the application of the deductible.

#### G. CHANGES IN CONDITIONS

The **Conditions** are changed for **Boat Dealer's Insurance Agents Errors And Omissions Liability Coverage** as follows:

1. **Duties In The Event Of Occurrence, Offense, Claim Or Suit – Section IV, 2.** is amended to read:

- a. In the event that you are given notice of a claim or "suit" based on an alleged negligent act, error or omission, you must give us or our representative prompt written notice. Include the following information:

- (1) How, when and where the alleged negligent act, error or omission took place;
- (2) The names and addresses of any claimants and witnesses; and
- (3) The nature of damages arising out of the alleged act, error or omission.

- b. If the claim is received by an insured, you must:

- (1) Immediately record the specifics of the claim and the date received; and
- (2) Notify us and see to it that we receive written notice of the claim as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, defense or settlement of the claim or "suit";
- (4) Upon our request, assist us in the enforcement of any right against any person or organization which may be liable for damages to which the insurance provided by this endorsement may apply; and
- (5) Assume no obligation, make no payment nor incur any expense without our consent, except at the insured's own costs.

2. **Other Insurance – Section IV, 4.** is amended to read:

- a. Insurance provided by this endorsement is excess over any other collectible insurance.
  - b. When this endorsement and any other insurance cover on the same excess basis, we will pay only our share. Our share is the proportion that the Limit of Insurance of this endorsement bears to the total of the limits of all the insurance covering on the same excess basis.
- 3. Policy Period, Coverage Territory – Section IV, 10.** is added:
- Under this endorsement, we will cover negligent acts, errors and omissions which occur:
- a. During the policy period shown in the Declarations;
  - b. Within the coverage territory. The coverage territory is
    - (1) The United States of America;
    - (2) The territories and possessions of the United States of America;
    - (3) Puerto Rico; and
    - (4) Canada.

## H. CHANGES IN DEFINITIONS

- 1. **Additional Definitions** – As used in this endorsement:
  - "Insurance agent" means a person or organization licensed (as required by state law) as an agent or broker in the state(s) in which the insured engages in selling and servicing insurance.
- 2. **Amended Definition** – As applied to the insurance provided by this endorsement the following apply:
  - a. "Suit" means a civil proceeding in which damages are alleged because of acts, errors, or omissions, to which this insurance applies.
    - "Suit" includes:
      - (1) An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
      - (2) Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
  - b. The definition of "Coverage territory" in **Section V** does not apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BOAT DEALER’S INSURANCE AGENTS  
ERRORS AND OMISSIONS LIABILITY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE **PART FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage **Part Form** apply unless modified by this endorsement.

SCHEDULE	
Annual Aggregate Limit of Insurance	\$50,000
Deductible Per Claim	\$ 1,000

**A. COVERAGE**

We will pay all sums the insured legally must pay as damages because of negligent acts, errors or omissions in the conduct of your business as an "insurance agent" but only with respect to Credit Life Insurance, Credit Accident and Health Insurance and Boat Physical Damage Insurance placed by an "insurance agent" in the conduct of your business as a boat dealer.

We have the right and duty to defend any insured against any claim or "suit" asking for these damages. However, we have no duty under this endorsement to defend any insured against any "suit" seeking damages not covered by this endorsement. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Annual Aggregate Limit of Insurance stated in this endorsement has been exhausted by payment of judgments or settlements.

**B. WHO IS AN INSURED**

Each of the following is an insured for the purposes of this endorsement:

1. You.
2. The following, but only with respect to the conduct of your business:
  - a. If you are a partnership, your partners;
  - b. If you are a joint venture, your joint venturers;
  - c. If you are a limited liability company:
    - (1) Your members, but only with respect to the conduct of your business;
    - (2) Your managers, but only with respect to their duties as your managers;
  - d. If you are an organization other than a partnership, joint venture or limited liability company:

- (1) Your "executive officers" and directors, but only with respect to their duties as your officers or directors;
- (2) Your stockholders, but only with respect to their liability as stockholders;
- e. If you are a trust, your trustees, but only with respect to their duties as trustees; and
- f. Your "employees," but only for acts, errors or omissions which are committed within the scope of their employment.

**C. SUPPLEMENTARY PAYMENTS**

In addition to the Limit of Insurance, we will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend, to which insurance provided under this endorsement applies:

1. All expenses we incur.
2. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
3. The cost of bonds to release attachment, but only for bond amounts within our Limit of Insurance. We do not have to furnish these bonds.
4. All reasonable expenses incurred by the insured at our request, including actual loss of earnings up to \$300 a day because of time off from work.
5. All court costs taxed against the insured in the "suit." However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
6. Prejudgment interest awarded against the insured on that part of the judgement we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment

interest based on that period of time after the offer.

7. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

#### D. EXCLUSIONS

Insurance provided under this endorsement does not apply to any claim or "suit" arising out of:

1. Any dishonest, fraudulent, criminal, or malicious act, or from libel, slander, discrimination, or violation of rights of privacy by any insured;
2. Any misappropriation of advertising ideas or style of doing business or infringement of copyright, title or slogan;
3. Any warranty of performance or warranty of fitness of contract or agreement;
4. Claim or "suit" by any enterprise:
  - a. Wholly or partly owned, operated, controlled, or managed by any insured, or
  - b. Which owns, operates, controls or manages any insured;
5. Willful violation of any federal, state or municipal law, regulation, ordinance or code;
6. Any extended warranty, extended service agreement, or mechanical breakdown agreement;
7. "Bodily injury" or "property damage";
8. Liability of others assumed by any insured under a contract or agreement, unless the insured would have been legally liable in the absence of such contract or agreement;
9. Willful violation of any insured's contract with an insurer;
10. Any claim or "suit" for commissions, taxes, or the failure to collect, pay or return premiums;
11. Any claim or "suit" arising out of the insolvency or financial inability to pay claims of any insurance company with which any insured has placed insurance;
12. Any claim or "suit" for mental anguish or humiliation.

#### E. LIMIT OF INSURANCE

The Annual Aggregate Limit of Insurance shown in the Schedule is the most we will pay for the aggregate of all damages covered under this endorsement regardless of the number of:

1. Insureds;
2. Claims made or "suits" brought; or
3. Persons or organizations making claims or bringing "suits."

#### F. DEDUCTIBLE

1. Our obligation to pay damages on your behalf applies only to the amount of damages paid in

excess of the deductible amount, shown in the Schedule. The deductible shall be applied once per claim and shall be deducted from each claim prior to application of the Limit of Insurance provision.

2. To settle a claim or "suit," we may pay all or part of the deductible. If this happens, you must reimburse us for the deductible or that portion we have paid.
3. Your duties in the event of a claim or "suit" apply regardless of the application of the deductible.

#### G. CHANGES IN CONDITIONS

The **Conditions** are changed for **Boat Dealer's Insurance Agents Errors And Omissions Liability Coverage** as follows:

1. **Duties In The Event Of Occurrence, Offense, Claim Or Suit – Section IV, 2.** is amended to read:

- a. In the event that you are given notice of a claim or "suit" based on an alleged negligent act, error or omission, you must give us or our representative prompt written notice. Include the following information:
  - (1) How, when and where the alleged negligent act, error or omission took place;
  - (2) The names and addresses of any claimants and witnesses; and
  - (3) The nature of damages arising out of the alleged act, error or omission.
- b. If the claim is received by an insured, you must:
  - (1) Immediately record the specifics of the claim and the date received; and
  - (2) Notify us and see to it that we receive written notice of the claim as soon as practicable.
- c. You and any other involved insured must:
  - (1) Immediately send us copies of any legal papers received in connection with the claim or "suit";
  - (2) Authorize us to obtain records and other information;
  - (3) Cooperate with us in the investigation, defense or settlement of the claim or "suit";
  - (4) Upon our request, assist us in the enforcement of any right against any person or organization which may be liable for damages to which the insurance provided by this endorsement may apply; and
  - (5) Assume no obligation, make no payment nor incur any expense without our consent, except at the insured's own costs.

2. **Other Insurance – Section IV, 4.** is amended to read:

- a. Insurance provided by this endorsement is excess over any other collectible insurance.
  - b. When this endorsement and any other insurance cover on the same excess basis, we will pay only our share. Our share is the proportion that the Limit of Insurance of this endorsement bears to the total of the limits of all the insurance covering on the same excess basis.
- 3. Policy Period, Coverage Territory – Section IV, 10.** is added:
- Under this endorsement, we will cover negligent acts, errors and omissions which occur:
- a. During the policy period shown in the Declarations;
  - b. Within the coverage territory. The coverage territory is
    - (1) The United States of America;
    - (2) The territories and possessions of the United States of America;
    - (3) Puerto Rico; and
    - (4) Canada.

## H. CHANGES IN DEFINITIONS

1. **Additional Definitions** – As used in this endorsement:

"Insurance agent" means a person or organization licensed (as required by state law) as an agent or broker in the state(s) in which the insured engages in selling and servicing insurance.
2. **Amended Definition** – As applied to the insurance provided by this endorsement the following apply:
  - a. "Suit" means a civil proceeding in which damages are alleged because of acts, errors, or omissions, to which this insurance applies.

"Suit" includes:

    - (1) An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
    - (2) Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
  - b. The definition of "Coverage territory" in **Section V** does not apply.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**COUNSELING PROFESSIONAL LIABILITY**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

**SCHEDULE OF LIMITS OF INSURANCE**

Each Claim	\$500,000
Annual Aggregate	\$500,000

**SCHEDULE OF POSITIONS COVERED\***

Named Positions	Number of Persons Filling Position(s)
*If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.	

**A. SECTION I - COVERAGES** is amended to include the following:

**COVERAGÉ - COUNSELING PROFESSIONAL LIABILITY**

**1. Insuring Agreement**

- a. We will pay on your behalf all sums which you become legally obligated to pay as damages because of negligent acts, errors or omissions arising out of your counseling activities or counseling activities performed by "employees" occupying a scheduled position.
- b. We have the right and duty to defend any "suit" against you asking for these damages.  
However, we have no duty under this endorsement to defend any insured against any "suit" seeking damages not covered by this endorsement. We may make such investigation and, with your written consent, such settlement of any claim or "suit" as we deem expedient.  
Our duty to pay any claim or judgment or to defend any "suit" ends when the applicable limit of our liability has been exhausted by payment of judgment or settlements.
- c. This endorsement applies only to negligent acts, errors or omissions committed on or after the effective date hereof and on or before the expiration date stated in the policy declaration to which this form is attached.
- d. This insurance applies to damages because of negligent acts, errors or omissions arising out of counseling activities anywhere in the world, provided the original "suit" for such damages is

brought within the United States of America (including its territories or possessions), Puerto Rico or Canada.

**2. Exclusions**

This insurance does not apply to:

- a. Liability assumed by you under any contract or agreement.
- b. Liability on account of "bodily injury" to or sickness, disease or death of any "employee" of yours arising out of and in the course of employment by you or to any obligation for which you or any carrier as your insurer may be held liable under any Worker's Compensation, Unemployment Compensation or Disability Benefits Law or under any similar law.
- c. Liability resulting from the rendering of medical, radiological, surgical, dental or nursing treatments, including shock therapy, and the prescription, utilization, furnishing or dispensing of drugs or medical, radiological, surgical, dental or nursing supplies or appliances.
- d. Liability resulting from your commitment of a patient to a psychiatric institution unless such commitment was made in full compliance with the laws or statutes of the state within which the commitment was made.
- e. The ownership, maintenance, operation, use, "loading or unloading" of any motor vehicle, trailer, semi-trailer, watercraft or aircraft.
- f. Liability resulting from your acts, errors or omissions as a member of a formal accreditation or similar professional board or committee of any hospital or professional society.

- g. Liability resulting from your accepting and/or undertaking custodial care of or responsibility for a patient pursuant to request, instruction, authorization or direction of any governmental agency, authority, board or officer having such authority or responsibility.
- h. Liability resulting from the rendering of or failure to render professional services by a member of the medical profession.
- i. Liability arising out of:
  - (1) the actual or threatened abuse of molestation by anyone of any person while in the care, custody or control of any insured, or
  - (2) The negligent:
    - (a) employment;
    - (b) investigation;
    - (c) supervision;
    - (d) reporting to the proper authorities, or failure to so report; or
    - (e) retention;
- of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by Paragraph (1) above.
- j. Injury arising out of willful violation of a penal statute or ordinance, committed by or with your knowledge or consent.
- k. Any injury caused by any insured while:
  - (1) legally intoxicated, as defined in the jurisdiction where the injury occurs; or
  - (2) under the influence of medication, narcotics, or any other controlled substances. However, this exclusion will not apply if such medication, narcotics, or other controlled substances are being used under the supervision of a physician, and accordance with the physician's directions.
- l. Any dishonest, fraudulent or criminal act or omissions of any insured.
- m. "Bodily injury," "property damage" or "personal and advertising injury."

**SUPPLEMENTARY PAYMENTS – COVERAGE – COUNSELING PROFESSIONAL LIABILITY**

We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend, and to which insurance provided under this endorsement applies:

- 1. All expenses we incur.
- 2. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- 3. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- 4. All reasonable expense incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$250 a day because of time off from work.
- 5. All court costs taxed against the insured in the "suit." However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

- 6. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- 7. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

**B. SECTION II - WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

- 1. For the purpose of this endorsement each of the following is an insured except as indicated in paragraph 2.:
  - a. You.
  - b. If you are designated in the Declarations as a partnership, any partner or member thereof, but only with respect to liability as such.
  - c. If you are designated in the Declarations as a limited liability company, any member or manager thereof, but only with respect to liability as such.
  - d. If you are designated in the Declarations as other than an individual or partnership, any "executive officer," stockholder, member of the board of trustees, member of the board of directors or member of the board of governors, or similar board of the Named Insured while acting within the scope of duties as such.
  - e. If you are designated in the Declarations as a trust, any trustees thereof, but only with regard to liability as such.
  - f. Any "employee" occupying a position scheduled in the Schedule of Positions Covered.
- 2. **No person, whether or not included in 1.a., b. or c. above, shall be an insured under this coverage for damages arising out of counseling activities performed by said person whether on behalf of you or on behalf of others, unless the position of such person is named in the Schedule of Positions Covered.**

**C. SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced with the following:

- 1. Regardless of the number of insureds, claims made or "suits" brought, or persons or organizations making claims or bringing "suits," our liability under this endorsement is limited as follows:
  - a. The Each Claim limit shown in the Schedule of Limits of Insurance of this endorsement is the most we will pay for damages in any one claim or "suit," and
  - b. The Annual Aggregate limit shown in the Schedule of Limits of Insurance of this endorsement is the most we will pay for the aggregate of all damages covered under this endorsement.
- 2. The Limits of Insurance for coverages available within the Commercial General Liability Coverage Form that is part of this policy will be reduced by any damages paid on your behalf under this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**COUNSELING PROFESSIONAL LIABILITY – COVERAGE F**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Part Form apply unless modified by this endorsement.

**SCHEDULE OF LIMITS OF INSURANCE**

Each Claim	\$500,000
Annual Aggregate	\$500,000

**SCHEDULE OF POSITIONS COVERED**

Named Positions	Number of Persons Filling Position(s)

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**A. SECTION I - COVERAGES** is amended to include the following:

**COVERAGE F - COUNSELING PROFESSIONAL LIABILITY**

**1. Insuring Agreement**

- a. We will pay on your behalf all sums which you become legally obligated to pay as damages because of negligent acts, errors or omissions arising out of your counseling activities or counseling activities performed by "employees" occupying a scheduled position.
- b. We have the right and duty to defend any "suit" against you asking for these damages.  
However, we have no duty under this endorsement to defend any insured against any "suit" seeking damages not covered by this endorsement. We may make such investigation and, with your written consent, such settlement of any claim or "suit" as we deem expedient.  
Our duty to pay any claim or judgment or to defend any "suit" ends when the applicable limit of our liability has been exhausted by payment of judgment or settlements.
- c. This endorsement applies only to negligent acts, errors or omissions committed on or after the effective date hereof and on or before the expiration date stated in the policy declaration to which this form is attached.
- d. This insurance applies to damages because of negligent acts, errors or omissions arising out of counseling activities anywhere in the world, provided the original "suit" for such damages is brought within the United States of America (including its territories or possessions), Puerto Rico or Canada.

**2. Exclusions**

This insurance does not apply to:

- a. Liability assumed by you under any contract or agreement.
- b. Liability on account of "bodily injury" to or sickness, disease or death of any "employee" of yours arising out of and in the course of employment by you or to any obligation for which you or any carrier as your insurer may be held liable under any Worker's Compensation, Unemployment Compensation or Disability Benefits Law or under any similar law.
- c. Liability resulting from the rendering of medical, radiological, surgical, dental or nursing treatments, including shock therapy, and the prescription, utilization, furnishing or dispensing of drugs or medical, radiological, surgical, dental or nursing supplies or appliances.
- d. Liability resulting from your commitment of a patient to a psychiatric institution unless such commitment was made in full compliance with the laws or statutes of the state within which the commitment was made.
- e. The ownership, maintenance, operation, use, "loading or unloading" of any motor vehicle, trailer, semi-trailer, watercraft or aircraft.
- f. Liability resulting from your acts, errors or omissions as a member of a formal accreditation or similar professional board or committee of any hospital or professional society.
- g. Liability resulting from your accepting and/or undertaking custodial care of or responsibility for a patient pursuant to request, instruction, authorization or direction of any governmental

agency, authority, board or officer having such authority or responsibility.

- h. Liability resulting from the rendering of or failure to render professional services by a member of the medical profession.
- i. ~~Liability resulting from any actual or alleged conduct of a sexual nature.~~ Liability arising out of:
  - (1) the actual or threatened abuse or molestation by anyone of any person while in the care, custody or control of any insured, or
  - (2) The negligent:
    - (a) employment;
    - (b) investigation;
    - (c) supervision;
    - (d) reporting to the proper authorities, or failure to so report; or
    - (e) retention;of a person from whom any insured is or ever was legally responsible and whose conduct would be excluded by Paragraph (1) above.
- j. Injury arising out of willful violation of a penal statute or ordinance, committed by or with your knowledge or consent.
- k. Any injury caused by any insured while:
  - (1) legally intoxicated, as defined in the jurisdiction where the injury occurs; or
  - (2) under the influence of medication, narcotics, or any other controlled substances. However, this exclusion will not apply if such medication, narcotics, or other controlled substances are being used under the supervision of a physician, and accordance with the physician's directions.
- l. Any dishonest, fraudulent or criminal act or omissions of any insured.
- m. "Bodily injury," "property damage" or "personal and advertising injury."

#### **SUPPLEMENTARY PAYMENTS - COVERAGE **F** - COUNSELING PROFESSIONAL LIABILITY**

We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend, and to which insurance provided under this endorsement applies:

1. All expenses we incur.
2. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
3. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
4. All reasonable expense incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$250 a day because of time off from work.
5. All court costs taxed against the insured in the "suit." However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
6. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay

the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

7. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

**B. SECTION II - WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

1. For the purpose of this endorsement each of the following is an insured except as indicated in paragraph 2.:
  - a. You.
  - b. If you are designated in the Declarations as a partnership, any partner or member thereof, but only with respect to liability as such.
  - c. If you are designated in the Declarations as a limited liability company, any member or manager thereof, but only with respect to liability as such.
  - d. If you are designated in the Declarations as other than an individual or partnership, any "executive officer," stockholder, member of the board of trustees, member of the board of directors or member of the board of governors, or similar board of the Named Insured while acting within the scope of duties as such.
  - e. If you are designated in the Declarations as a trust, any trustees thereof, but only with regard to liability as such.
  - f. Any "employee" occupying a position scheduled in the Schedule of Positions Covered.
2. **No person, whether or not included in 1.a., b. or c. above, shall be an insured under this coverage for damages arising out of counseling activities performed by said person whether on behalf of you or on behalf of others, unless the position of such person is named in the Schedule of Positions Covered.**

**C. SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced with the following:

1. Regardless of the number of insureds, claims made or "suits" brought, or persons or organizations making claims or bringing "suits," our liability under this endorsement is limited as follows:
  - a. The Each Claim limit shown in the Schedule of Limits of Insurance of this endorsement is the most we will pay for damages in any one claim or "suit," and
  - b. The Annual Aggregate limit shown in the Schedule of Limits of Insurance of this endorsement is the most we will pay for the aggregate of all damages covered under this endorsement.
2. The Limits of Insurance for coverages available within the Commercial General Liability Coverage ~~Part Form~~ Form that is part of this policy will be reduced by any damages paid on your behalf under this endorsement.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRINTERS ERRORS AND OMISSIONS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

**A. SECTION I – COVERAGES** is amended to include the following:

**COVERAGE – PRINTERS ERRORS AND OMISSIONS LIABILITY**

**1. Insuring Agreement**

We will pay those sums that the insured becomes legally obligated to pay as damages resulting from the insured's negligent act, error or omission in providing "printing" services to which this insurance applies.

This insurance applies only to negligent acts, errors or omissions which occur during the policy period and takes place in the "coverage territory." We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any negligent act, error or omission and settle any claim or "suit" that may result. But:

- a. The amount we will pay for damages is limited as described in **Section III – Limits of Insurance**; and
- b. Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under coverage provided by this form.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS**.

**2. Exclusions**

This insurance does not apply to:

- a. "Bodily injury," "property damage" or "personal and advertising injury."
- b. Damages resulting from a criminal, fraudulent, malicious, dishonest, libelous or slanderous act committed by the insured or any person for whom the insured is legally responsible.
- c. Damages resulting from infringement of copyright, trademark, service mark or trade name (other than titles or slogans) by use of such marks or names with goods, products or services sold, offered for sale or advertised.

- d. Any reimbursement of costs associated with the printing or reprinting of printed materials which are rendered useless and need to be corrected due to your negligent act, error or omission.
- e. Damages resulting from insolvency or bankruptcy of the insured.
- f. Damages resulting from any publishing functions or operations of the insured.
- g. Damages resulting from liability assumed by the insured under any contract or agreement.
- h. Any damages, fine, penalty, levy, charge or sanction arising out of your violation of a penal or regulatory statute, ordinance or regulation.

**B. SECTION III – LIMITS OF INSURANCE** is amended to apply to this endorsement only as follows:

- 2. The General Aggregate Limit is the most we will pay for the sum of:
  - a. medical expenses under Coverage **C**;
  - b. damages under Coverage **A** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
  - c. damages under Coverage **B**; and
  - d. damages under Coverage – **Printers Errors and Omissions Liability**.
- 5. Subject to paragraph 2. above, the Each Occurrence Limit is the most we will pay for the sum of:
  - a. damages under Coverage **A**;
  - b. medical expenses under Coverage **C** because of all "bodily injury" and "property damage" arising out of any one "occurrence"; and
  - c. damages under Coverage – **Printers Errors and Omissions Liability** arising out of any one negligent act, error or omission.

For the purpose of determining the limits for the insurance provided by this endorsement, any act, error or omission together with all related acts, errors or omissions in the providing of these services will be considered one act, error or omission.

**C. SECTION V – DEFINITIONS** is amended to include the following:

- 23. "Printing" means the process of putting words, figures or characters on paper by the use of type and ink or other commonly used printing media, at the order or under the direction of a specific client.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRINTERS ERRORS AND OMISSIONS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE  
**PART FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage **Part Form** apply unless modified by this endorsement.

**A. SECTION I – COVERAGES** is amended to include the following:

**COVERAGE J – PRINTERS ERRORS AND OMISSIONS LIABILITY COVERAGE**

**1. Insuring Agreement**

We will pay those sums that the insured becomes legally obligated to pay as damages resulting from the insured’s negligent act, error or omission in providing “printing” services to which this insurance applies.

This insurance applies only to negligent acts, errors or omissions which occur during the policy period and takes place in the “coverage territory.” We will have the right and duty to defend the insured against any “suit” seeking those damages. However, we will have no duty to defend the insured against any “suit” seeking damages to which this insurance does not apply. We may, at our discretion, investigate any negligent act, error or omission and settle any claim or “suit” that may result. But:

- a. The amount we will pay for damages is limited as described in Section III – Limits of Insurance; and
- b. Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under coverage provided by this form.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS**.

**2. Exclusions**

This insurance does not apply to:

- a. “Bodily injury,” “property damage” or “personal and advertising injury.”
- b. Damages resulting from a criminal, fraudulent, malicious, dishonest, libelous or slanderous act committed by the insured or any person for whom the insured is legally responsible.
- c. Damages resulting from infringement of copyright, trademark, service mark or trade name (other than titles or slogans) by use of such marks or names with goods, products

or services sold, offered for sale or advertised.

- d. Any reimbursement of costs associated with the printing or reprinting of printed materials which are rendered useless and need to be corrected due to your negligent act, error or omission.
- e. Damages resulting from insolvency or bankruptcy of the insured.
- f. Damages resulting from any publishing functions or operations of the insured.
- g. Damages resulting from liability assumed by the insured under any contract or agreement.
- h. Any damages, fine, penalty, levy, charge or sanction arising out of your violation of a penal or regulatory statute, ordinance or regulation.

**B. SECTION III – LIMITS OF INSURANCE** is amended to apply to this endorsement only as follows:

- 2. The General Aggregate Limit is the most we will pay for the sum of:
  - a. medical expenses under Coverage C;
  - b. damages under Coverage A except damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard”;
  - c. damages under Coverage B; and
  - d. damages under Coverage **J** - **Printers Errors and Omissions Liability**.
- 5. Subject to **paragraph 2.** above, the Each Occurrence Limit is the most we will pay for the sum of:
  - a. damages under Coverage A;
  - b. medical expenses under Coverage C because of all “bodily injury” and “property damage” arising out of any one “occurrence”; and
  - c. damages under Coverage **J** - **Printers Errors and Omissions Liability** arising out of any one negligent act, error or omission.

For the purpose of determining the limits for the insurance provided by this endorsement, any act, error or omission together with all related acts, errors or omissions in the providing of these services will be considered one act, error or omission.

**C. SECTION V – DEFINITIONS** is amended to include the following:

- 23. “Printing” means the process of putting words, figures or characters on paper by the use of type and ink or other commonly used printing media, at the order or under the direction of a specific client.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**LIMITED POLLUTION COVERAGE – WORK SITES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**SCHEDULE**

Each Pollution Incident Limit	\$ 100,000	
Pollution Liability Aggregate Limit	\$ 100,000	
Property Damage Deductible	\$ 1,000	Each pollution incident

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

A. Section I — **COVERAGES** is amended to include the following:

**LIMITED POLLUTION COVERAGE – WORK SITES**

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of “bodily injury,” or “property damage” or “clean-up costs” because of “environmental damage” to which this insurance applies. We will have the right and duty to defend the insured against any “suit” seeking those damages. However, we will have no duty to defend the insured against any “suit” seeking those damages for “bodily injury,” “property damage” or “clean-up costs” because of “environmental damage” to which this insurance does not apply. We may, at our discretion, investigate any “pollution incident” and settle any claim or “suit” that may result. But:

- (1) The amount we will pay for damages and “clean-up costs” is limited as described in **SECTION C — LIMITS OF INSURANCE** of this endorsement; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SECTION B — SUPPLEMENTARY PAYMENTS** of this endorsement.

b. This insurance applies to “bodily injury,” “property damage” or “clean-up costs” because of “environmental damage,” but only if the “bodily injury,” “property damage” or “environmental damage” is caused by a “pollution incident”:

- (1) at or from a “work site” within the “coverage territory”;
- (2) which first commences during the policy period;
- (3) which ceases within 72 hours after it commences; and
- (4) is reported to us within 30 days of its commencement.

This reporting provision is in addition to the notification requirements set out in Section **IV — CONDITIONS**.

c. Damages because of “bodily injury” include damages claimed by any person or organization for care, loss of services or death resulting at any time from the “bodily injury.”

2. Exclusions

The insurance provided by this endorsement does not apply to:

- a. “Bodily injury,” “property damage” or “environmental damage” expected or intended from the standpoint of the insured.
- b. “Bodily injury,” “property damage” or “environmental damage” for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.
- c. “Property damage” or “environmental damage” at or from:
  - (1) a “waste facility”;
  - (2) property or premises you own, rent, or occupy;
  - (3) premises you sell, give away or abandon, if the “property damage” arises out of any part of those premises;
  - (4) property loaned to you; or
  - (5) personal property in your care, custody, or control.

- d. "Clean-up costs" or any other expense incurred by you or others to test for, monitor, clean-up, remove, contain, treat, detoxify or neutralize "pollutants" at or from:
    - (1) a "waste facility"; or
    - (2) premises you own, rent or occupy;
 or to any recovery claimed for such cost or expense.
  - e. "Bodily injury," "property damage" or "environmental damage" included within the "products-completed operations hazard."
  - f. "Bodily injury," "property damage" or "environmental damage" arising out of the ownership or operation of any offshore facility as defined in the Outer Continental Shelf Lands Act Amendment of 1978 to the Clean Water Act of 1977, or any deepwater port as defined in the Deepwater Port Act of 1974 as amended or as either Act may be amended.
  - g. "Bodily injury," "property damage" or "environmental damage" arising out of a "pollution incident" from a "work site" or any part of a "work site" that is, or was at any time, used by you for the storage, disposal, processing or treatment of waste materials.
  - h. "Bodily injury," "property damage" or "environmental damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto," rolling stock or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading."
  - i. "Bodily injury," "property damage" or "environmental damage" arising out of the emission, discharge, release or escape of drilling fluid, oil, gas, or other fluids from any oil, gas, mineral, water or geothermal well.
  - j. "Bodily injury," "property damage" or "environmental damage" arising out of a "pollution incident" which results from or is directly attributable to failure to comply with any applicable statute, regulation, ordinance, directive or order relating to the protection of the environment and promulgated by any governmental body, provided that failure to comply is a willful or deliberate act or omission of:
    - (1) the insured; or
    - (2) you or any of your members, partners or "executive officers".
  - k. "Bodily injury," "property damage" or "environmental damage" arising out of:
    - (1) the transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
    - (2) the use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunt activity; or
    - (3) the escape of fuels, lubricants, or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them.
  - l. Any loss, cost or expense arising out of any request, demand or order by a governmental authority that any insured or others test for, monitor, clean-up, remove, contain, treat, detoxify or neutralize or in any way respond to, or assess the effects of "pollutants" at any site which is included or proposed for inclusion on a governmental authority's clean-up priority list.
  - m. Any injury or damage included in the insurance provided by Section I – Coverage A of this policy.
- B.** For the purposes of the coverage provided by this endorsement:
- 1. All references to Supplementary Payments – Coverages A and B are replaced by Supplementary Payments – Coverages A, B and Limited Pollution Coverage – Work Sites.
  - 2. Paragraphs 1.b. and 2. of the Supplementary Payments provision do not apply.
- C.** Section III — **LIMITS OF INSURANCE** is deleted in its entirety and replaced with the following:
- For the purposes of the coverage provided by this endorsement.
- 1. Regardless of the number of insureds, claims made or "suits" brought, or persons or organizations making claims or bringing "suits," our liability under this endorsement is limited as follows:
    - a. The Each Pollution Incident Limit shown in the Schedule of Limits of Insurance of this endorsement is the most we will pay for all damages and "clean-up costs" arising out of any one discharge, dispersal, seepage, migration, release, or escape of "pollutants" under this endorsement.
    - b. The Pollution Liability Aggregate Limit shown in the Schedule of Limits of Insurance of this endorsement is the most we will pay for the aggregate of all damages covered under this endorsement.

2. The Limits of Insurance for coverages available within the Commercial General Liability Coverage Form that is part of this policy will be reduced by any damages paid on your behalf under this endorsement.

3. Property Damage Deductible

a. Our obligation under this endorsement to pay damages for "property damage" or "clean-up costs" because of "environmental damage" on your behalf applies only to the amount of damages or "clean-up costs" in excess of any deductible amount stated in this endorsement as applicable to the Each Pollution Incident Limit. Neither the Each Pollution Incident Limit nor the Pollution Liability Aggregate Limit will be reduced by the application of such deductible amount.

b. The terms of this insurance, including those with respect to:

(1) our right and duty to defend any "suits" seeking those damages; and

(2) your duties in the event of a "pollution incident," claim or "suit";

apply irrespective of the application of the deductible amount.

c. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification or the action taken, you shall promptly reimburse us of such part of the deductible amount as has been paid by us.

D. For the purposes of the coverage provided by this endorsement, Condition 4. of Section IV – Commercial Liability Conditions is amended as follows:

All references to Coverages A or B are amended to read Coverages A, B or Limited Pollution Coverage – Work Sites. .

E. For the purposes of the coverage provided by this endorsement, the following definitions are added to Section V — DEFINITIONS.

"Clean-up costs" means expenses for, and includes any costs for testing performed in connection with, the removal, remediation, neutralization or disposal of "pollutants."

"Environmental damage" means the injurious presence in or upon land, the atmosphere, or any water course or body of water of "pollutants" which results directly from any physical injury to tangible property.

"Pollution incident" means the actual emission, discharge, release, or escape of "pollutants" from a "work site" provided that such emission, discharge, release, or escape results in "bodily injury," "property damage" or "environmental damage." The entirety of any such emission, discharge, release, or escape will be deemed to be one "pollution incident."

"Waste facility" means any site to which waste from the operations or a "work site" is consigned for delivery or delivered for storage, disposal, processing or treatment.

"Work site" means any premises, site or location on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by you, any contractor or subcontractor. "Work site" does not include any premises, site or location which currently is or was at any time owned or occupied by or rented or loaned to you.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**LIMITED POLLUTION COVERAGE - "WORK SITES"**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**SCHEDULE**

<u>Each Pollution Incident Limit</u>	<u>\$100,000</u>	
<u>Pollution Liability Aggregate Limit</u>	<u>\$100,000</u>	
<u>Property Damage Deductible</u>	<u>\$1,000</u>	<u>Each pollution incident</u>

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

A. Section I — COVERAGES is amended to include the following:

**COVERAGES** LIMITED POLLUTION COVERAGE — "WORK SITES"

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury," or "property damage" or "clean-up costs" because of "environmental damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking those damages for "bodily injury," "property damage" or "clean-up costs" because of "environmental damage" to which this insurance does not apply. We may, at our discretion, investigate any "pollution incident" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages and "clean-up costs" is limited as described in SECTION C — LIMITS OF INSURANCE of this endorsement; and
- (2) Our right and duty to defend end when we have used up the Pollution Liability Aggregate Limit applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SECTION B — SUPPLEMENTARY PAYMENTS of this endorsement.

b. This insurance applies to "bodily injury," "property damage" or "clean-up costs" because of "environmental damage," but only if the "bodily injury," "property damage" or "environmental damage" is caused by a "pollution incident":

- (1) at or from a "work site" within the "coverage territory";
- (2) which first commences during the policy period;
- (3) which ceases within 72 hours after it commences; and
- (4) is reported to us within 30 days of its commencement.

This reporting provision is in addition to the notification requirements set out in Section IV — CONDITIONS.

c. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury."

## 2. Exclusions

The insurance provided by this endorsement does not apply to:

- a. "Bodily injury," "property damage" or "environmental damage" expected or intended from the standpoint of the insured.
- b. "Bodily injury," "property damage" or "environmental damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.
- c. "Property damage" or "environmental damage" at or from:
  - (1) a "waste facility";
  - (2) property or premises you own, rent, or occupy;
  - (3) premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
  - (4) property loaned to you; or
  - (5) personal property in your care, custody, or control.
- d. "Clean-up costs" or any other expense incurred by you or others to test for, monitor, clean-up, remove, contain, treat, detoxify or neutralize "pollutants" at or from:
  - (1) a "waste facility"; or
  - (2) premises you own, rent or occupy;or to any recovery claimed for such cost or expense.
- e. "Bodily injury," "property damage" or "environmental damage" included within the "products-completed operations hazard."
- f. "Bodily injury," "property damage" or "environmental damage" arising out of the ownership or operation of any offshore facility as defined in the Outer Continental Shelf Lands Act Amendment of 1978 to the Clean Water Act of 1977, or any deepwater port as defined in the Deepwater Port Act of 1974 as amended or as either Act may be amended.
- g. "Bodily injury," "property damage" or "environmental damage" arising out of a "pollution incident" from a "work site" or any part of a "work site" that is, or was at any time, used by you for the storage, disposal, processing or treatment of waste materials.
- h. "Bodily injury," "property damage" or "environmental damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto," rolling stock or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading."
- i. "Bodily injury," "property damage" or "environmental damage" arising out of the emission, discharge, re-release or escape of drilling fluid, oil, gas, or other fluids from any oil, gas, mineral, water or geothermal well.
- j. "Bodily injury," "property damage" or "environmental damage" arising out of a "pollution incident" which results from or is directly attributable to failure to comply with any applicable statute, regulation, ordinance, directive or order relating to the protection of the environment and promulgated by any governmental body, provided that failure to comply is a willful or deliberate act or omission of:
  - (1) the insured; or
  - (2) you or any of your members, partners or "executive" officers.
- k. "Bodily injury," "property damage" or "environmental damage" arising out of:
  - (1) the transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
  - (2) the use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunt activity; or
  - (3) the escape of fuels, lubricants, or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its

parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them.

- I. Any loss, cost or expense arising out of any request, demand or order by a governmental authority that any insured or others test for, monitor, clean-up, remove, contain, treat, detoxify or neutralize or in any way respond to, or assess the effects of "pollutants" at any site which is included or proposed for inclusion on a governmental authority's clean-up priority list.
- m. ~~"Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".~~ Any injury or damage included in the insurance provided by Section I - Coverage A of this policy
- n. ~~"Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or~~

B. For purposes of the coverage provided by this endorsement:

1. All references to Supplementary Payments - Coverages A and B are replaced by Supplementary Payments - Coverages A, B and Limited Pollution Coverage - Work sites.

2. Paragraphs 1.b. and 2. of the Supplementary Payments provision do not apply.

SUPPLEMENTARY PAYMENTS — COVERAGES A and B are replaced by the following, for purposes of this endorsement only:

SUPPLEMENTARY PAYMENTS — COVERAGE L

- 1. ~~We will pay with respect to any claim we investigate or settle, or any "suit" against an insured we defend, and to which insurance provided under this endorsement applies:~~
  - a. ~~All expenses we incur.~~
  - b. ~~The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.~~
  - c. ~~All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit" including actual loss of earnings up to \$250 a day because of time off from work.~~
  - d. ~~All costs taxed against the insured in the "suit."~~
  - e. ~~Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.~~
  - f. ~~All interest that accrues on the full amount of any judgment after entry of the judgement and before we have paid, offered to pay, or deposited in court the part of the judgement that is within the applicable limit of insurance.~~

These payments will not reduce the limits of insurance.

C. For the purposes of the coverage provided by this endorsement Section III — LIMITS OF INSURANCE is deleted in its entirety and replaced with the following for purposes of this endorsement only:

- 1. Regardless of the number of insureds, claims made or "suits" brought, or persons or organizations making claims or bringing "suits," our liability under this endorsement is limited as follows:
  - a. The Each Pollution Incident Limit shown in the Schedule of Limits of Insurance of this endorsement is the most we will pay for all damages and "clean-up costs" arising out of any one discharge, dispersal, seepage, migration, release, or escape of "pollutants" under this endorsement.
  - b. The Pollution Liability Aggregate Limit shown in the Schedule of Limits of Insurance of this endorsement is the most we will pay for the aggregate of all damages covered under this endorsement.
- 2. The Limits of Insurance for coverages available within the Commercial General Liability Coverage Part Form that is part of this policy will be reduced by any damages paid on your behalf under this endorsement.
- 3. Property Damage Deductible
  - a. Our obligation under this endorsement to pay damages for "property damage" or "clean-up costs" because of "environmental damage" on your behalf applies only to the amount of damages or "clean-up costs" in excess of any deductible amount stated in this endorsement as applicable to the Each Pollution Incident Limit. Neither the Each Pollution Incident Limit nor the Pollution Liability Aggregate Limit will be reduced by the application of such deductible amount.
  - b. The terms of this insurance, including those with respect to:

(1) our right and duty to defend any “suits” seeking those damages; and

(2) your duties in the event of a “pollution incident,” claim or “suit”;

apply irrespective of the application of the deductible amount.

- c. We may pay any part or all of the deductible amount to effect settlement of any claim or “suit” and, upon notification or the action taken, you shall promptly reimburse us of such part of the deductible amount as has been paid by us.

**D. ~~AMENDED CONDITIONS~~**

~~Paragraph 4. Other Insurance, of Section IV~~ — For the purposes of the coverage provided by this endorsement, Condition 4. Of Section IV - Commercial Liability Conditions is amended as follows:

All references to Coverages A or B are amended to read Coverages A, B or L Limited Pollution Coverage Work sites.

**E. ~~ADDITIONAL DEFINITIONS~~ For purposes of the coverage provided by this endorsement,**

~~The~~ following definitions are added to Section V — DEFINITIONS for purposes of this endorsement only:

“Clean-up costs” means expenses for, and includes any costs for testing performed in connection with, the removal, remediation, neutralization or disposal of “pollutants.”

“Environmental damage” means the injurious presence in or upon land, the atmosphere, or any water course or body of water of “pollutants” which results directly from any physical injury to tangible property.

“Pollution incident” means the actual emission, discharge, release, or escape of “pollutants” from a “work site” provided that such emission, discharge, release, or escape results in “bodily injury,” “property damage” or “environmental damage.” The entirety of any such emission, discharge, release, or escape will be deemed to be one “pollution incident.”

“Waste facility” means any site to which waste from the operations or a “work site” is consigned for delivery or delivered for storage, disposal, processing or treatment.

“Work site” means any premises, site or location on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations if the “pollutants” are brought on or to the premises, site or location in connection with such operations by you, any contractor or subcontractor. “Work site” does not include any premises, site or location which currently is or was at any time owned or occupied by or rented or loaned to you.

**F. ~~SCHEDULE OF LIMITS OF INSURANCE~~**

<del>Each Pollution Incident Limit</del>	<del>\$100,000</del>
<del>Pollution Liability Aggregate Limit</del>	<del>\$100,000</del>
<del>Property Damage Deductible</del>	<del>\$1,000</del>
<del>Premium</del>	<del>\$</del>

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**REAL ESTATE MANAGERS – EXCESS INSURANCE CONDITION**

This endorsement modifies insurance provided under the policy:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Paragraph **4.b.(1)(a)** of the **Other Insurance Condition – (Section IV — Commercial General Liability Conditions)** is amended to add the following:

**(v)** that is available to your real estate manager for liability arising out of the management of your property.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**REAL ESTATE MANAGERS — EXCESS INSURANCE CONDITION**

This endorsement modifies insurance provided under the policy:

COMMERCIAL GENERAL LIABILITY COVERAGE **PART FORM**

Paragraph 4.b.(1) **(a)** of the Other Insurance Condition – (Section IV — Commercial General Liability Conditions) is amended to add the following:

**(e y)** That is available to your real estate manager for liability arising out of the management of your property.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **YOUR PRODUCT LIMITATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

The definition "your product" in **SECTION V – DEFINITIONS** is replaced by the following:

**"Your Product"**

a. Means:

- (1) Any goods or products manufactured, sold, handled, distributed or disposed of by:
  - (a) You;
  - (b) Others trading under your name; or
  - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product";
  - (2) The providing of or failure to provide warnings or instructions; and
  - (3) Goods or products which become permanently affixed to real estate.
- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **YOUR PRODUCT LIMITATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE ~~PART FORM~~  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE ~~PART FORM~~

The definition "your product" in **SECTION V – DEFINITIONS** is replaced by the following:

**24. "Your Product"**

a. Means:

- (1) Any goods or products manufactured, sold, handled, distributed or disposed of by:
  - (a) You;
  - (b) Others trading under your name; or
  - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product";
  - (2) The providing of or failure to provide warnings or instructions; and
  - (3) Goods or products which become permanently affixed to real estate.
- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**LIABILITY EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The COMMERCIAL GENERAL LIABILITY COVERAGE FORM is amended to include the following clarifications and extensions of coverage. The provisions of the coverage form apply unless modified by endorsement.

**A. EXPECTED OR INTENDED INJURY**

Section I – Coverage A, Exclusion a. is amended to read:

- a. “Bodily injury” or “property damage” expected or intended from the standpoint of an insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

**B. FIRE, LIGHTNING OR EXPLOSION DAMAGE**

Except where it is used in the term “hostile fire”, the word fire is changed to fire, lightning or explosion wherever it appears in the Coverage Form.

Section I, paragraph 2. Exclusions is replaced with the following:

Exclusion c. through n. do not apply to damage by fire, lighting, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner.

**C. NON-OWNED WATERCRAFT**

Paragraph g.(2) of Section I – Coverage A – Exclusions is changed to read:

- (2) A watercraft you do not own that is:
  - (a) Less than 51 feet long; and
  - (b) Not being used to carry person(s) or property for a charge;

**D. EXTENDED PROPERTY DAMAGE COVERAGE**

Section I – Coverage A, Exclusions j.(3) and (4) is amended by adding the following:

Paragraphs (3) and (4) of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

SCHEDULE	
Limits Of Insurance	Deductible
\$5,000 Each Occurrence	\$250 Per Claim
\$10,000 Annual Aggregate	

- a. The each occurrence limit listed above is the most we will pay for all damages because of “property damage” to property in the care, custody and control of or property loaned to an insured as the result of any one “occurrence”, regardless of the number of:

- (1) insureds;
- (2) claims made or “suits” brought;
- (3) persons or organizations making claims or bringing “suits”.

The aggregate limit listed above is the most we will pay for all damages because of “property damage” to property in the care custody and control of or property loaned to an insured during the policy period.

Any payment we make for damages because of “property damage” to property in the care, custody and control of or property loaned to an insured will apply against the General Aggregate Limit shown in the declarations.

- b. Our obligation to pay damages on your behalf applies only to the amount of damages in excess of the deductible amount listed above. We may pay any part or all of the deductible amount listed above. We may pay any part or all of the deductible amount to effect settlement of any claim or “suit” and upon notification by us, you will promptly reimburse us for that part of the deductible we paid.
- c. Insurance provided by this provision is excess over any other insurance, whether primary, excess, contingent or any other basis. Since insurance provided by this endorsement is excess, we will have no duty to defend any claim or “suit” to which insurance provided by this endorsement applies if any other insurer has a duty to defend such a claim or “suit”. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured’s rights against all those other insurers.

**E. PROPERTY DAMAGE – ELEVATORS**

With respect to Section I – Coverage A.2. Exclusions, paragraphs j.(3), j.(4), j.(6) and k. do not apply to use of elevators.

This insurance afforded by this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured and the Other Insurance Conditions found in Section IV Commercial General Liability Conditions paragraph 4. Other Insurance is changed accordingly.

## F. MEDICAL PAYMENTS

If Section I – Coverage C. Medical Payments Coverage is not otherwise excluded from this Coverage Form:

The requirement, in the Insuring Agreement of Coverage C., that expenses must be incurred and reported to us within one year of the accident date is changed to three years.

## G. SUPPLEMENTARY PAYMENTS

Supplementary Payments – Coverages A and B Paragraphs 1.b. and 1.d. are replaced by the following:

**1.b.** Up to \$3,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

**1.d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or “suit,” including actual loss of earnings up to \$350 a day because of time off from work.

## H. SUBSIDIARIES AS INSURED

Section II – Who Is An Insured is amended by adding the following:

**1. f.** Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, insured does not include any subsidiary that is an insured under any other general liability policy, or would have been an insured under such a policy but for termination of that policy or the exhaustion of that policy’s limits of liability.

## I. AUTOMATIC ADDITIONAL INSURED – SPECIFIED RELATIONSHIPS

Section II – Who is An Insured, 2, is amended by adding the following:

Item 2.e is added as follows:

**1.** Any person or organization described in Paragraph 2.f. below, (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this insurance by reason of a written contract or written agreement is an insured, provided:

**(a)** The written contract or written agreement is:

- 1)** Currently in effect or becomes effective during the policy period; and
- 2)** Executed prior to an “occurrence” or offense to which this insurance would apply; and

**(b)** The person or organization is not specifically named as an additional insured under any other provision of, or endorsement added to, Section II – Who Is An Insured of this policy.

Item 2.f is added as follows:

**2.** Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

**(1)** The manager or lessor of a premises leased to you with whom you have agreed per a written contract or written agreement subject to Paragraph 2.e. above to provide insurance, but only with respect to liability arising out of the ownership, maintenance or use of that part of a premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

**(a)** Any “occurrence” which takes place after you cease to be a tenant in or on that premises.

**(b)** Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

**(2)** Any state or political subdivision with which you have agreed per a written contract or written agreement subject to Paragraph 2.e. above to provide insurance, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent or control and to which this insurance applies:

**(a)** The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or

**(b)** The construction, erection, or removal of elevators; or

**(c)** The ownership, maintenance, or use of any elevators covered by this insurance.

**(3)** Any person or organization from which you lease equipment with whom you have agreed per a written contract or written agreement subject to Paragraph 2.e. above to provide insurance with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury caused, in whole or in part by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). With respect to the insurance afforded to these additional insureds, this insurance does not apply to any “occurrence” which takes place after the equipment lease expires.

3. Any insurance provided to an additional insured designated under Paragraph 2.f. Subparagraphs (1) and (2) does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence or willful misconduct of the additional insured or its agents, "employees" or any other representative of the additional insured.

#### J. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

1. Section II – Who is an Insured, paragraph 3.a. is replaced by the following:
  - 3.a. Coverage under this provision is afforded until the end of the policy period.
2. This provision does not apply if newly formed or acquired organizations coverage is excluded either by the provisions of the Coverage Form or by endorsements.

#### K. DAMAGE TO PREMISES RENTED TO YOU

Section III – Limits of Insurance, paragraph 6. is replaced by the following:

Subject to 5. Above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A. for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke or leakage from automatic protection systems, while rented to you or temporarily occupied by you with permission of the owner.

The most we will pay for all "property damage" resulting from any one fire is \$300,000.

#### L. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Section IV – Commercial General Liability Condition paragraph 2. is amended by the following provision:

1. The requirement in Condition 2.a. that you must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim, applies only when the "occurrence" or offense is known to:
  - a. You, if you are an individual or a limited liability company;
  - b. A partner, if you are a partnership;

- c. A member or manager, if you are a limited liability company;
- d. An "executive officer" or insurance manager, if you are a corporation; or
- e. A trustee, if you are a trust.

2. The requirement in Condition 2.b. that you must see to it that we receive notice of a claim or "suit" as soon as practicable will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- a. You, if you are an individual or a limited liability company;
- b. A partner, if you are a partnership;
- c. A member or manager, if you are a limited liability company;
- d. An "executive officer" or insurance manager, if you are a corporation; or
- e. A trustee, if you are a trust.

#### M. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES

Section IV – Commercial General Liability Condition paragraph 6. is amended to add the following provision:

If you unintentionally fail to disclose any exposures existing at the inception date of your policy, we will not deny coverage under this Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

This provision does not apply to any known injury or damage which is excluded under any other provision of this policy.

#### N. MENTAL ANGUISH

Section V – Definition 3. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

#### O. LIBERALIZATION

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**LIABILITY EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE ~~PART FORM~~

The COMMERCIAL GENERAL LIABILITY COVERAGE ~~PART FORM~~ is amended to include the following clarifications and extensions of coverage. The provisions of the coverage part apply unless modified by endorsement.

**A.J. NEWLY FORMED OR ACQUIRED ORGANIZATIONS**

1. **Section II – Who is an Insured**, paragraph 3.a. is replaced by the following:
  - 3.a. Coverage under this provision is afforded until the end of the policy period.
2. This provision does not apply if newly formed or acquired organizations coverage is excluded either by the provisions of the Coverage Part or by endorsements.

**B.H. SUBSIDIARIES AS INSUREDS**

**Section II – Who Is An Insured** is amended by adding the following:

1. f. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, insured does not include any subsidiary that is an insured under any other general liability policy, or would have been an insured under such a policy but for termination of that policy or the exhaustion of that policy's limits of liability.

**G.L. AUTOMATIC ADDITIONAL INSURED – SPECIFIED RELATIONSHIPS**

**Section II – Who is An Insured**, 2, is amended by adding the following:

Item 2.e is added as follows:

- e-1. Any person or organization described in Paragraph 2.f. below, (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this insurance by reason of a written contract or written agreement is an insured, provided:
  - (a) The written contract or written agreement is:
    - 1) Currently in effect or becomes effective during the policy period; and
    - 2) Executed prior to an "occurrence" or offense to which this insurance would apply; and
  - (b) The person or organization is not specifically named as an additional

insured under any other provision of, or endorsement added to, **Section II – Who Is An Insured** of this policy.

Item 2.f is added as follows:

f-2. Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

- (1) The manager or lessor of a premises leased to you with whom you have agreed per a written contract or written agreement subject to Paragraph 2.e. above to provide insurance, but only with respect to liability arising out of the ownership, maintenance or use of that part of a premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- (a) Any "occurrence" which takes place after you cease to be a tenant in or on that premises.
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

- (2) Any state or political subdivision with which you have agreed per a written contract or written agreement subject to Paragraph 2.e. above to provide insurance, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent or control and to which this insurance applies:

- (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults,

street banners, or decorations and similar exposures; or

- (b) The construction, erection, or removal of elevators; or
- (c) The ownership, maintenance, or use of any elevators covered by this insurance.

- (3) Any person or organization from which you lease equipment with whom you have agreed per a written contract or written agreement subject to Paragraph 2.e. above to provide insurance with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury caused, in whole or in part by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). With respect to the insurance afforded to these additional insureds, this insurance does not apply to any “occurrence” which takes place after the equipment lease expires.

**g.3.** Any insurance provided to an additional insured designated under Paragraph 2.f. Subparagraphs (1) and (2) does not apply to “bodily injury”, “property damage” or “personal and advertising injury” arising out of the sole negligence or willful misconduct of the additional insured or its agents, “employees” or any other representative of the additional insured.

#### **D.G. SUPPLEMENTARY PAYMENTS**

**Supplementary Payments – Coverages A and B** Paragraphs 1.b. and 1.d. are replaced by the following:

- 1. **b.** Up to \$3,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- 1. **d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or “suit,” including actual loss of earnings up to \$350 a day because of time off from work.

#### **E.F. MEDICAL PAYMENTS**

If **Section I – Coverage C – Medical Payments Coverage** is not otherwise excluded from this Coverage **Part Form**:

The requirement, in the **Insuring Agreement of Coverage C.**, that expenses must be incurred and reported to us within **one year** of the accident date is changed to **three years**.

#### **F.B. FIRE, LIGHTNING OR EXPLOSION DAMAGE**

~~The word **fire** is changed to **fire, lightning or explosion** wherever it appears in **Section I, Coverage A, Section 3,** and definition of “Insured~~

~~Contract”. This amended wording does not apply to “hostile fire”.~~

~~Except where it is used in the term “hostile fire”, the word **fire** is changed to **fire, lightning or explosion** wherever it appears in the Coverage Form.~~

~~**Section I, paragraph 2. Exclusions** is replaced with the following:~~

~~**Exclusion c. through n. do not apply to damage by fire, lighting, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner.**~~

#### **G.C. NON-OWNED WATERCRAFT**

Paragraph **g.(2)** of **Section I – Coverage A – Exclusions** is changed to read:

- (2) A watercraft you do not own that is:
  - (a) Less than 51 feet long; and
  - (b) Not being used to carry person(s) or property for a charge;

#### **H.E. PROPERTY DAMAGE – ELEVATORS**

~~**Section I – Coverage A, Exclusions j. (3), (4) and (6), and Exclusion k. do not apply to the use of elevators.**~~

~~**With respect to Section I – Coverage A.2. Exclusions, paragraphs j.(3), j.(4), j.(6) and k. do not apply to use of elevators.**~~

The insurance afforded by this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured, and the Other Insurance Condition found in Section IV Commercial General Liability Conditions paragraph 4. Other Insurance is changed accordingly.

#### **I.N. MENTAL ANGUISH**

**Section V – Definition 3.** is replaced by the following: “Bodily injury” means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

#### **J.L. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT**

**Section IV – Commercial General Liability Condition** paragraph 2. is amended by the following provision:

- 1. The requirement in **Condition 2.a.** that you must see to it that we are notified as soon as practicable of an “occurrence” or an offense which may result in a claim, applies only when the “occurrence” or offense is known to:
  - a. You, if you are an individual or a limited liability company;
  - b. A partner, if you are a partnership;
  - c. A member or manager, if you are a limited liability company;
  - d. An “executive officer” or insurance manager, if you are a corporation; or
  - e. A trustee, if you are a trust.

2. The requirement in **Condition 2.b.** that you must see to it that we receive notice of a claim or “suit” as soon as practicable will not be considered breached unless the breach occurs after such claim or “suit” is known to:
  - a. You, if you are an individual or a limited liability company;
  - b. A partner, if you are a partnership;
  - c. A member or manager, if you are a limited liability company;
  - d. An “executive officer” or insurance manager, if you are a corporation; or
  - e. A trustee, if you are a trust.

**K.M. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES**

**Section IV – Commercial General Liability Condition** paragraph 6. is amended to add the following provision:

If you unintentionally fail to disclose any exposures existing at the inception date of your policy, we will not deny coverage under this Coverage Part solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

This provision does not apply to any known injury or damage which is excluded under any other provision of this policy.

**L.O. LIBERALIZATION**

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

**M.A. EXPECTED OR INTENDED INJURY**

**Section I – Coverage A,** Exclusion a. is amended to read:

- a. “Bodily injury” or “property damage” expected or intended from the standpoint of an insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

**N.D. EXTENDED PROPERTY DAMAGE COVERAGE**

**Section I – Coverage A,** Exclusions j.(3) and (4) is amended by adding the following:

Paragraphs (3) and (4) of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

SCHEDULE	
Limits Of Insurance	Deductible
\$5,000 Each Occurrence	\$250 Per Claim
\$10,000 Annual Aggregate	

- a. The each occurrence limit listed above is the most we will pay for all damages because of

“property damage” to property in the care, custody and control of or property loaned to an insured as the result of any one “occurrence”, regardless of the number of:

- (1) insureds;
- (2) claims made or “suits” brought;
- (3) persons or organizations making claims or bringing “suits”.

The aggregate limit listed above is the most we will pay for all damages because of “property damage” to property in the care custody and control of or property loaned to an insured during the policy period.

Any payment we make for damages because of “property damage” to property in the care, custody and control of or property loaned to an insured will apply against the General Aggregate Limit shown in the declarations.

- b. Our obligation to pay damages on your behalf applies only to the amount of damages in excess of the deductible amount listed above. We may pay any part or all of the deductible amount listed above. We may pay any part or all of the deductible amount to effect settlement of any claim or “suit” and upon notification by us, you will promptly reimburse us for that part of the deductible we paid.

- c. Insurance provided by this provision is excess over any other insurance, whether primary, excess, contingent or any other basis. Since insurance provided by this endorsement is excess, we will have no duty to defend any claim or “suit” to which insurance provided by this endorsement applies if any other insurer has a duty to defend such a claim or “suit”. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured’s rights against all those other insurers.

**O.K. DAMAGE TO PREMISES RENTED TO YOU**

Paragraph 6. of **Section III** is amended by adding the following:

The Tenant’s Premises Rented to You limit is the higher of **\$300,000** or the amount shown in the Declarations as Damage to Premises Rented to You Limit.

Section III – Limits of Insurance, paragraph 6. is replaced by the following:

Subject to 5. Above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A. for damages because of “property damage” to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke or leakage from automatic protection systems, while rented to you or temporarily occupied by you with permission of the owner.

The most we will pay for all “property damage” resulting from any one fire is \$300,000.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**MOBILE EQUIPMENT/AUTO AMENDMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**A. Exclusion g. of Section I – Coverage A – Bodily Injury and Property Damage Liability** is replaced by the following:

**g. Aircraft, Auto or Watercraft**

“Bodily injury” or “property damage” arising out of the ownership, maintenance, use or entrustment to others of any aircraft, “auto” or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and “loading or unloading”.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the “occurrence” which caused the “bodily injury” or “property damage” involved the ownership, maintenance, use or entrustment to others of any aircraft, “auto” or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 26 feet long; and
  - (b) Not being used to carry persons or property for a charge;
- (3) Parking an “auto” on, or on the ways next to, premises you own or rent, provided the “auto” is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any “insured contract” for the ownership, maintenance, or use of aircraft or watercraft; or
- (5) “Bodily injury” or “property damage” arising out of the operation of any of the equipment listed in Paragraph f.(2) or f.(3) of the definition of “mobile equipment”.

**B. SECTION II – WHO IS AN INSURED** is amended to add the following as Paragraph 4.:

4. With respect to “mobile equipment” registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the

operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. “Bodily injury” to a co-“employee” of the person driving the equipment; or
- b. “Property damage” to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

**C. Paragraph 2. of SECTION V – DEFINITIONS** is replaced by the following:

2. “Auto” means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But “auto” does not include “mobile equipment”.

**D. Paragraph 12. of SECTION V – DEFINITIONS** is replaced by the following:

12. “Mobile equipment” means any of the following types of land vehicles, including any attached machinery or equipment.
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  - b. Vehicles maintained for use solely on or next to premises you own or rent;
  - c. Vehicles that travel on crawler treads;
  - d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
    - (1) Power cranes, shovels, loaders, diggers or drills; or
    - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
  - e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
    - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

- (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
  - (a) Snow removal;
  - (b) Road maintenance, but not construction or resurfacing; or
  - (c) Street cleaning;

- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

- E. Paragraph 4. of **Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended by the addition of the following:

Any coverage afforded to you under this Coverage Form will be excess over any other valid and collectible Automobile insurance purchased by you for "mobile equipment", whether that coverage is excess, contingent or on any other basis, and any other valid and collectible umbrella liability insurance purchased by you.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**MOBILE EQUIPMENT/AUTO AMENDMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE **PART FORM**

**A. Exclusion g. of Section I – Coverage A – Bodily Injury and Property Damage Liability** is replaced by the following:

**g. Aircraft, Auto or Watercraft**

“Bodily injury” or “property damage” arising out of the ownership, maintenance, use or entrustment to others of any aircraft, “auto” or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and “loading or unloading”.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the “occurrence” which caused the “bodily injury” or “property damage” involved the ownership, maintenance, use or entrustment to others of any aircraft, “auto” or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 26 feet long; and
  - (b) Not being used to carry persons or property for a charge;
- (3) Parking an “auto” on, or on the ways next to, premises you own or rent, provided the “auto” is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any “insured contract” for the ownership, maintenance, or use of aircraft or watercraft; or
- (5) “Bodily injury” or “property damage” arising out of the operation of any of the equipment listed in Paragraph f.(2) or f.(3) of the definition of “mobile equipment”.

**B. SECTION II – WHO IS AN INSURED** is amended to add the following as Paragraph 4.:

4. With respect to “mobile equipment” registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the

operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. “Bodily injury” to a co-“employee” of the person driving the equipment; or
- b. “Property damage” to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

**C. Paragraph 2. of SECTION V – DEFINITIONS** is replaced by the following:

2. “Auto” means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But “auto” does not include “mobile equipment”.

**D. Paragraph 12. of SECTION V – DEFINITIONS** is replaced by the following:

12. “Mobile equipment” means any of the following types of land vehicles, including any attached machinery or equipment.
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  - b. Vehicles maintained for use solely on or next to premises you own or rent;
  - c. Vehicles that travel on crawler treads;
  - d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
    - (1) Power cranes, shovels, loaders, diggers or drills; or
    - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
  - e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
    - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

- (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
  - (a) Snow removal;
  - (b) Road maintenance, but not construction or resurfacing; or
  - (c) Street cleaning;

- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

E. Paragraph 4. of **Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended by the addition of the following:

Any coverage afforded to you under this Coverage ~~Part~~ **Form** will be excess over any other valid and collectible Automobile insurance ~~available to~~ **purchased by** you for "mobile equipment", whether that coverage is excess, contingent or on any other basis, and any other valid and collectible umbrella liability ~~coverage~~ **available to** **insurance purchased by** you.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**AMENDMENT OF EMPLOYEE BENEFITS  
PROGRAM DEFINITION**

This endorsement modifies insurance provided under the following:

EMPLOYEE BENEFITS LIABILITY COVERAGE ENDORSEMENT

- A.** Paragraph **G.4** of the Employee Benefits Liability Coverage Endorsement (**CG0435**) is replaced by the following:
- 4.** "Employee benefit program" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:
- a.** Group life insurance, group accident or health insurance, dental, vision, prescription and hearing plans, and flexible spending accounts, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
  - b.** Profit sharing plans, employee savings plans, individual retirement account (IRA) plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;
  - c.** Unemployment insurance, social security benefits, workers' compensation and disability benefits;
  - d.** Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies; and
  - e.** Any other similar benefits designated in the Schedule or added thereto by endorsement.

*SERFF Tracking Number:*      *EMCC-125844774*                      *State:*                      *Arkansas*  
*First Filing Company:*      *EMC Property & Casualty Company, ...*      *State Tracking Number:*      *EFT \$50*  
*Company Tracking Number:*      *AR-GL-2008-08*  
*TOI:*                      *17.0 Other Liability - Claims Made/Occurrence*      *Sub-TOI:*                      *17.0001 Commercial General Liability*  
*Product Name:*                      *General Liability*  
*Project Name/Number:*              */*

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: EMCC-125844774 State: Arkansas  
First Filing Company: EMC Property & Casualty Company, ... State Tracking Number: EFT \$50  
Company Tracking Number: AR-GL-2008-08  
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability  
Product Name: General Liability  
Project Name/Number: /

## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-  
Property & Casualty

**Review Status:** Approved 10/27/2008

**Comments:**

**Attachment:**

pctd.pdf

**Satisfied -Name:** Form Memorandum

**Review Status:** Approved 10/27/2008

**Comments:**

**Attachment:**

form memorandum\_111508.pdf

## Property & Casualty Transmittal Document

<b>1. Reserved for Insurance Dept. Use Only</b>	<b>2. Insurance Department Use only</b> a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: <table style="width: 100%; border: none;"> <tr> <td style="border: none;">New Business</td> <td style="border: none; width: 100px;"></td> </tr> <tr> <td style="border: none;">Renewal Business</td> <td style="border: none;"></td> </tr> </table> f. State Filing #: g. SERFF Filing #: h. Subject Codes	New Business		Renewal Business	
New Business					
Renewal Business					

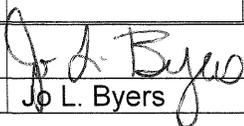
<b>3. Group Name</b>	<b>Group NAIC #</b>
EMC Insurance Companies	062

4. Company Name(s)	Domicile	NAIC #	FEIN #
Employers Mutual Casualty Company	IA	21415	42-0234980
EMCASCO Insurance Company	IA	21407	42-6070764
Union Insurance Company of Providence	IA	21423	05-0230476
EMC Property & Casualty Company	IA	25186	63-0329091

<b>5. Company Tracking Number</b>	<b>AR-GL-2008-08</b>
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**Contact Info of Filer(s) or Corporate Officer(s)** [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Jo L. Byers P. O. Box 712 Des Moines, IA 50306-0712	Filings Analyst	800-247-2128 ext. 2707	515-345-2223	Jo.L.Byers@EMCIns.com

7. Signature of authorized filer	
8. Please print name of authorized filer	Jo L. Byers

**Filing information** (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	General Liability
10. Sub-Type of Insurance (Sub-TOI)	General Liability
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	General Liability
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: 11/15/08                      Renewal: 11/15/08

## Property & Casualty Transmittal Document---

<b>15.</b>	<b>Reference Filing?</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>16.</b>	<b>Reference Organization (if applicable)</b>	ISO
<b>17.</b>	<b>Reference Organization # &amp; Title</b>	GL-2006-OCTFR
<b>18.</b>	<b>Company's Date of Filing</b>	10/3/08
<b>19.</b>	<b>Status of filing in domicile</b>	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

<b>20.</b>	<b>This filing transmittal is part of Company Tracking #</b>	AR-GL-2008-08
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<b>21.</b>	<b>Filing Description</b> [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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The captioned companies are members of Insurance Services Office, which files the General Liability program on our behalf. We are submitting the captioned revision to be applicable to policies written on or after November 15, 2008.

We are adopting ISO's 2007 Multistate Form Revision found in designation number GL-2006-OCTFR. Several of our company forms have been revised because of this adoption. Please see the attached memorandum outlining our changes.

<b>22.</b>	<b>Filing Fees</b> (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
------------	---

**Check #:** N/A  
**Amount:** \$50.00

**Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.**

**\*\*\*Refer to each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

### FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)

(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>		AR-GL-2008-08		
<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> <small>(Company tracking number of rate/rule filing, if applicable)</small>				
<b>3.</b>	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement Or withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>
01	Amendment of Employee Benefits Program Definition	CG7627 (10-08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Quick Reference	CG7003 (10-08)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	CG7003 (1-06)	
03	Quick Reference	CG7003.1 (10-08)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	CG7003.1 (1-06)	
04	Truth in Lending and Leasing and Title Errors and Omissions Endorsement Boat Dealers	CG7224 (10-08)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	CG7224 (10-01)	
05	Boat Dealers Ins Agents Errors & Omissions Liability Endorsement	CG7225 (10-08)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	CG7225 (1-06)	
06	Counseling Professional Liability	CG7259 (10-08)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	CG7259 (10-01)	
07	Printers Errors & Omissions Liability Coverage	CG7261 (10-08)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	CG7261 (10-01)	
08	Limited Pollution Coverage Work Sites	CG7276 (10-08)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	CG7276 (8-99)	
09	Real Estate Managers Excess Ins Condition	CG7485 (10-08)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	CG7485 (7-00)	
10	Your Product Limitation	CG7548 (10-08)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	CG7548 (6-05)	

### FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)  
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>		AR-GL-2008-08		
<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> <small>(Company tracking number of rate/rule filing, if applicable)</small>				
<b>3.</b>	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement Or withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>
01	Liability Extension Endorsement	CG7578 (10-08)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	CG7578 (7-06)	
02	Mobile Equipment/Auto Amendment	CG7584 (10-08)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	CG7584 (1-06)	
03	Amendment of Conditions Transer of Rights of Recovery Against Others to Us	CG7474 (10-01)	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

# Form Memorandum

## General Liability

### New Form

#### **CG7627 (10-08) Amendment of Employee Benefits Program Definition**

This form is mandatory and expands the definition of employee benefit plans.

### Revised Forms

In addition to the revisions shown below our forms have been revised to improve readability and to track with ISO Uniformity standards. These changes result in no impact on coverage. Reference to Commercial General Liability Coverage Part has been amended to General Liability Coverage Form.

#### **CG7003 (10-08) Quick Reference** replaces

CG7003 (1-06)

Revised page numbers to match coverage form.

#### **CG7003.1 (10-08) Quick Reference** replaces

CG7003.1 (1-06)

Revised page numbers to match coverage form.

#### **CG7224 (10-08) Truth In Lending and Leasing and Title Errors and Omissions Endorsement Boat Dealers** replaces CG7224(10-01)

Section C. Supplementary Payments, Paragraph 5. - We revised the current provision to more explicitly express underwriting intent. We added the word "court" to the first sentence. We added an additional sentence. The intent of the provision has always been to provide coverage for court costs taxed against the insured. This change tracks with the changes to ISO coverage form CG0001 - Section I, Supplementary Payments, Paragraph 1.e.

#### **CG7225 (10-08) Boat Dealers Insurance Agents Errors and Omissions Liability Endorsement** replaces

CG7225 (1-06)

Section C. Supplementary Payments, Paragraph 5. - We revised the current provision to more explicitly express underwriting intent. We added the word "court" to the first sentence. We added an additional sentence. The intent of the provision has always been to provide coverage for court costs taxed against the insured. This change tracks with the changes to ISO coverage form CG0001 - Section I, Supplementary Payments, Paragraph 1.e.

#### **CG7259 (10-08) Counseling Professional Liability** replaces

CG7259 (10-01)

Title change by removing "Coverage F". Section C. Supplementary Payments, Paragraph 5. - We revised the current provision to more explicitly express underwriting intent. We added the word "court" to the first sentence. We added an additional sentence. The intent of the provision has always been to provide coverage for court costs taxed against the insured. This change tracks with the changes to ISO coverage form CG0001 - Section I, Supplementary Payments, Paragraph 1.e.

Deleted reference to Coverage "F" and replaced it with Counseling Professional Liability. This was done to track with ISO Uniformity Standards.

Amended Exclusion i. in order to clarify underwriting intent. We utilized verbiage found in ISO form CG 2146 - Abuse or Molestation Exclusion.

#### **CG7261 (10-08) Printers Errors and Omissions Liability Coverage** replaces

CG7261 (10-01)

To track with ISO Uniformity Standards we deleted reference to Coverage J and replaced it with Printers Error and Omissions Liability Added the word "paragraph" to B.5. to track with the same changes being to ISO coverage form CG0001 - Section III, Limits of Insurance, Paragraph 5..

**CG7276 (10-08) Limited Pollution Coverage Work Sites** replaces

CG7276 (8-99)

To track with ISO Uniformity Standards we deleted reference to Coverage L and replaced it with Limited Pollution Coverage -Worksites.

Added quotation marks to several words that are defined terms under this endorsement.

In order to improve readability we revised the verbiage in paragraphs B, C, D and E. We removed reference to paragraph F and moved the Schedule to the top of the first page.

Combined Exclusions m. and n. with new verbiage which specifies that there is no coverage under this endorsement for any "bodily injury" or "property damage" that is covered under Coverage A. There is no impact on coverage.

Added verbiage to the Deductible on the Schedule to clarify that this is a deductible that applies to each pollution incident rather than a deductible that only applies one time to each policy period regardless of how many pollution incidents resulting in claims. This is a clarification of underwriting intent

Added reference to ISO's copyright.

**CG7485 (10-08) Real Estate Managers Excess Insurance Condition** replaces

CG7485 (7-00)

Updated and revised alpha-numeric paragraph designators.

**CG7548 (10-08) Your Product Limitation** replaces

CG7548 (6-05)

Removed the numeric designator (#21) as this is not the same designator for the "Your Product" definition under both the Commercial General Liability and Products/Completed Operations Liability policies.

**CG7578 (10-08) Liability Extension Endorsement** replaces

CG7578 (7-06)

Updated and revised alpha-numeric paragraph designators.

Clarified intent of paragraphs Fire, Lighting or Explosion Damage, Property Damage - Elevators and Damage to Premises Rented to You have been revised.

**CG7584 (10-08) Mobile Equipment/Auto Amendment** replaces

CG7584 (1-06)

To clarify underwriting intent we have replaced the text "available to" with "purchased by" in paragraph E.

**Withdrawn form**

CG7474 10-01 -Amendment of Conditions Transfer of Rights of Recovery Against Others to Us